Lehi City Council Meeting
Agenda
August 27, 2024

5:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Fresh Look Transit Study Presentation- Mountainland Association of Governments.

   2.2. Presentation by Heritage Arts Foundation related to art features at Family Park

   2.3. Parks and Recreation Master Plan Update *(this item has been pulled from the agenda)*

   2.4. Chief Wakara Statue Presentation- Ed Condor

   2.5. Tour of the Memorial Building Historical Marker Unveiling (if time permits)

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 holding a closed meeting to discuss the character, professional competence, or physical or mental health of an individual.

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 City Council Meeting Minutes
070924 CCa.docx

4.2. Approve Purchase Orders
PO Request-Stuart C Irby $190160.pdf

Regular Agenda

5. Consideration of Resolution #2024-48 adopting the final tax rate and budget for the City of Lehi.
Petitioner: Lehi City
Res 48 PT 800.pdf

6. Consideration of Resolution #2024-49 granting Qwest Corporation dba CenturyLink, a nonexclusive franchise to operate a telecommunications network in Lehi City pursuant to a franchise agreement. *(This item has been pulled from the agenda)*
Petitioner: Lehi City
Res 2024-49.docx
Agreement-CenturyLink Telecommunications Franchise 2024.docx

7. Consideration of Ordinance #50-2024 granting approval of the Draper Addition Zone Designation of Planned Community on 877.46 acres located at approximately 4400 North Horton Way.
Petitioner: DR Horton
CC Staff Report Draper Addition Zone Change 08.27.24.docx
Draper Addition Zone Change DRC 7.03.2024.docx
Ord 50-2024.docx
narrative.pdf
Aerial Map.pdf
Draper Addition Zone Change.pdf
General Plan Map.pdf
Zoning Map.pdf

8. Consideration of Ordinance #51-2024 granting approval of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses.
Petitioner: CORE Architecture
CC Staff Report Skye Area Plan Amendment Civic Design 08.27.24.docx
Skye Area Plan Civic Sites Area Plan Amendment DRC 7.10.2024.docx
Ord 51-2024.docx
Narrative.pdf

Proposed Civic Use Design Requirements.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

9. Consideration Ordinance #52-2024 granting approval of the TI LFAB2 Zone Change 2, changing 16-acres from Planned Community to Technical Manufacturing and another16-acres from Technical Manufacturing to Planned Community.
   Petitioner: Texas Instruments
   CC Staff Report Texas Instruments Zone Change 08.27.24.docx
   TI Zone Change 2 DRC 7.10.2024.docx
   Ord 52-2024.docx
   narrative.pdf
   TI Zone Change Map.pdf
   Aerial Map.pdf
   General Plan Map.pdf
   Zoning Map.pdf

10. Consideration of Ordinance #53-2024 granting approval for an amendment to the Skye Area Plan adjusting the location of the area plan boundaries by adding 16-acres and removing another 16-acres.
    Petitioner: Texas Instruments
    CC Staff Report TI Skye Area Plan Amendment 2 08.27.24.docx
    Skye Area Plan Amendment- TI Boundary Line 2 DRC 7.10.2024.docx
    Ord 53-2024.docx
    narrative.pdf
    TI Boundary Line Adjustment Map.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    Zoning Map.pdf

11. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Fresh Look Transit Study Presentation- Mountainland Association of Governments.

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation by Heritage Arts Foundation related to art features at Family Park

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Parks and Recreation Master Plan Update *(this item has been pulled from the agenda)*

Suggested Action:

Attachments:

Agenda Item No: 2.4

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Chief Wakara Statue Presentation- Ed Condor

Suggested Action:

Attachments:

Agenda Item No: 2.5

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Tour of the Memorial Building Historical Marker Unveiling (if time permits)

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

070924 CCa.docx

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **July 9, 2024,** 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
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Beau Thomas, Deputy Administrator; Dean Lundell, Finance Director; Sierra Pierson, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 6:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Newall gave the opening comment.

2. Presentations and Reports

2.1 Transit Fresh Look Study Presentation

This item was pulled from the agenda.

3. Agenda Questions

None.

4. Administrative Report

Chief Craft reported on the fire in Dry Creek that was caused by construction equipment. He appreciated how every city department was helpful during the emergency and was thankful that there was no structure damage to any homes in the area.

5. Mayor and Council Reports

The Council reported on their assigned committees.

The meeting recessed at approximately 6:54 p.m.
The meeting resumed at approximately 7:00 p.m.

DRAFT

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 Stallings led the Pledge of Allegiance.

2. Presentation and Reports

2.1) Waterwise Landscape of the Month Award Presentation

The Environmental Sustainability Committee presented the award.

2.2) Mayor's Challenge Award Presentation- Lehi Rotary Club

The Rotary Club presented the award to Lehi City and thanked them for their support.

3. 20 Minute Citizen Input

John Newall and Jaz Patreeli invited the Council to attend the Lehi Arts Council performance of Matilda the Musical.

Donald West expressed concerns with the lack of signage at the train station museum and requested that funds be allocated for new signage.

4. Consent Agenda

4.1) Approve Minutes from the City Council Meeting.

4.2) Approve Purchase Orders.

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

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

5. Public Hearing to receive input with respect to the Issuance of Water Revenue Bonds to finance the acquisition and construction of secondary water meters.

Dean Lundell, Finance Director, explained that the state mandated that all pressurized irrigation connections be metered. This has been a large project and the State provided assistance through grants and loan funding. This is essentially a loan from the State Water Board to help fund the project.

Mayor Johnson opened the public hearing.

There were no comments.

Mayor Johnson closed the public hearing.

6. Consideration of Resolution #2024-39 approving an agreement with Strong Solutions for the construction of a restroom at Shadow Ridge Park.

Trent Dyer, Parks Planning Manager, presented this item. He noted that the design will save more money. He noted that the contractor has asked for a 1 month extension on the completion date, so the new date would be November 1, 2024

Motion: Councilor Albrecht moved to approve Resolution #2024-39 approving an agreement with Strong Solutions for the construction of a restroom at Shadow Ridge Park and amend the contract to state that the completion date will November 1, 2024. Councilor Hancock seconded the motion.

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

7. Consideration of Resolution #2024-40 amending the agreement with Strong Solutions for Shadow Ridge Park Construction Services.

Trent Dyer presented this item.

Motion: Councilor Albrecht moved to approve Resolution #2024-40 amending the agreement with Strong Solutions for Shadow Ridge Park Construction Services. Councilor Stallings seconded the motion.

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

8. Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.

John David Hadfield was representing the applicant.

a. Public Hearing

Mayor Johnson opened the public hearing. There were no comments from the public.

The Council and staff discussed the process of annexation, zoning designations, and the ability to impose mitigation measures on the property through the Annexation Agreement. There were concerns raised about the mitigation measures included in the annexation agreement, with some council members feeling they were overly burdensome and arbitrary. The applicant also expressed concerns with parts of the annexation agreement.

The Council discussed the balance between protecting the rights of the property owner and the concerns of the neighboring residential properties regarding noise, dust, and other nuisances. There was debate about whether the appropriate place to address those concerns was through the annexation agreement or through the city's zoning ordinances and code.

b. Consideration of Resolution #2024-38 approval of the Hadco-Pacific Annexation Agreement.

Motion: Councilor Stallings moved to table this item and come back with an annexation agreement that the developer or applicant agrees with but will also protect the neighboring residential properties. The motion failed due to lack of a second.

Motion: Councilor Hancock moved to approve Resolution #2024-38 approval of the Hadco-Pacific Annexation Agreement except of striking item six from the agreement. Councilor Condie seconded the motion.

Councilor Albrecht commented that she believes the Council agrees that they would like to do what they can to protect both the property owner and the adjacent resident. She stated that it doesn't need to part of the motion, but noted that maybe the Council should look at ordinance to address those protections.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, No. The motion passed with 4 in favor and 1 opposed.

c. Consideration of Ordinance #40-2024, approval of the Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.

Motion: Councilor Hancock moved to approve Ordinance #40-2024, approval of the Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West. Councilor Condie seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, No. The motion passed with 4 in favor and 1 opposed.

Councilor Albrecht commented that she believes the Council agrees that they would like to do what they can to protect both the property owner and the adjacent resident. She stated that it doesn't need to part of the motion but noted that maybe the Council should look at ordinances to address those protections.

Mayor Johnson suggested that they first identify and understand the real concerns, such as noise, dust, and landscaping issues and ensure there is fairness to both the applicants and the neighbors. He also stressed the importance of following state standards and reasonable codes when moving forward.

Councilor Condie also suggested that they further analyze the noise study that was done and look at the locations where the readings were taken.

Councilor Stallings suggested that staff also discuss the issues with the residents to truly understand the problem.

9. Consideration of Ordinance #41-2024 approving the Exchange Business Park Zone Change on 1.19 acres located at approximately 1500 North 3600 West, changing the zoning from R-3 (high density residential) to Neighborhood Commercial.

Jake Hone was representing the applicant.

Motion: Councilor Newall moved to approve Ordinance #41-2024 approving the Exchange Business Park Zone Change on 1.19 acres located at approximately 1500 North 3600 West, changing the zoning from R-3 (high density residential) to Neighborhood Commercial; including the Development Review Committee and Planning Commission comments. Councilor Hancock seconded the motion.

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

10. Consideration of Grading Permit approval for the Holbrook Industrial Building 5, on 17.6-acres located at approximately Redwood Road and 2100 North.

Travis Benson with the Boyer Company was representing the applicant.

Motion: Councilor Condie moved to grant a Grading Permit for the Holbrook Industrial Building 5, on 17.6-acres located at approximately Redwood Road and 2100 North.; including all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

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

11. Public Hearing to receive input respective to the LBR study, report, and recommendation for the Creation of a New School District.

Mayor Johnson opened the Public Hearing.

Molly Barrington, Lehi resident - Expressed support for the potential school district split, stating it is being done to put the children first. She appreciates the Council doing the research so voters can make an informed decision.

Katrina Cummins, Lehi resident - Supports a three-way split of the school district. Cited concerns the lack of community connection and ability to pass bonds in the large district. Believes smaller districts would allow for better school board representation.

Zaina Cox, Lehi resident - Stated it is time for the district to split, as it is too large. Wants local representation and the ability to solve local problems.

Steven Smith, Lehi resident and Alpine School District employee - Expressed concerns about the impact of a three-way split on special education services and programs like Horizon School that serve students with severe disabilities.

Rachel Coxumaya, Lehi resident - Cited a state audit report that found districts with over 20,000 students are too large to properly audit. Suggested shared service agreements for special education as a potential solution.

Christopher Condie, Lehi City Council - Thanked the public for their comments and stated he initially favored a different option but has changed his mind based on the analysis done by his colleagues. He supports putting the issue on the ballot.

Councilor Stallings stated that she appreciates all comments and noted that if it's decided to place this on the ballot for voters, then they should carefully weigh all pros and cons.

Kira Beck, Lehi resident and Alpine School District employee – Encouraged the Council to put this on the ballot for residents to choose. Concerned that local needs are not being met but also concerned about funding options for special programs in a smaller district.

Representative Brady Brammer, Highland resident – Observed the Alpine School Board members work tirelessly but are unable to make constitutes happy due to current configurations. Believes that the interlocal agreement will foster connectivity and teamwork between communities. Thinks that teacher pay and benefits will not decrease with a district split based on other splits.

Aubrey Sorensen, Lehi resident – Concerned that at risk youth and alternative programs will be cut due to funding constraints in a smaller district.

Brianna Hugh, Highland Resident, teaches in Lehi – Concerned about district's financial needs and the potential impact to students if the district splits. Recognized that there are different needs across the district. The unknown is concerning for district employees.

Anthony Kretchmer, Orem resident – Dissatisfied with how Orem is being treated by Alpine School District. Commends Lehi for being part of an interlocal agreement to form a new district.

Alyssa Facer, Lehi resident – concerned about the consolidation of power in the large Alpine School District and its negative impact on students and teachers. Is also concerned with how this may affect students. Supports putting the issue of the ballot.

Mayor Johnson closed the public hearing.

Councilmembers emphasized the importance of accurate information, listening to both pros and cons, and ensuring that concerns are heard and addressed. There was a strong focus on making informed decisions, especially regarding the upcoming ballot, with the acknowledgment that voters will ultimately decide. The Council expressed a commitment to a fair and thoughtful process, encouraging continued dialogue and community involvement.

The Council recessed at approximately 9:35 p.m.
The Council meeting resumed at approximately 9:45 p.m.

12. Consideration of Ordinance #42-2024 approving an Amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking.

Kim Struthers presented the item. He said that this decreases the minimum number of bicycle parking for different types of buildings, including hospitals, hotels and office buildings. He noted that people are unlikely to ride their bikes to these types of buildings so the bike parking spaces are not used frequently.

Motion: Councilor Condie moved to approve Ordinance #42-2024 approving an Amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking. Councilor Newall seconded the motion.

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

13. Consideration of Ordinance #43-2024 Repealing Title 8 Chapter 5 (Trees) from Lehi City Code.

Ryan Wood stated that this chapter is being repealed because it's also in the Development Code.

Motion: Councilor Hancock moved to approve Ordinance #43-2024 Repealing Title 8 Chapter 5 (Trees) from Lehi City Code. Councilor Newall seconded the motion.

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

13. Adjournment

With no further business to come before the City Council at this time, Councilor Newall moved to adjourn the meeting. Councilor Condie seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 10:00 p.m.

Approved: August 27, 2024 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Request-Stuart C Irby $190160.pdf

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.	**Vender #**		
	Street	PO BOX 843959	**Date**	**8/7/2024**	
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	385-285-3199	

Dean Lundell

POWER — 73-50-23-002

Requesting Department | **Dept. Account No.** | **Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
2		SANC 597839-BE12H1KM NRT2V 138 KV	$94,650.00	$189,300.00
		1200 AMPERE CIRCUIT-SWITCHER SERIES		
		2000 MODEL 2030 WITH VERTICAL		
		INTERRUPTERS AND WITH OUT DISCONNECT		
		102 INCH PHASE SPACING		
		88-90 WEEK LEAD TIME		
4		SANC SXA-4633-1 ANCHOR BOLT KIT	$215.00	$860.00
		FOR 4 OF THE S-81365-1 ANCHOR BOLTS		
				$190,160.00

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

LEHI CITY
POWER DEPARTMENT

8/8/2024

To: Jason Walker
From: Joel Eves
Subject: Substation Circuit switcher Sole source

Jason,

As we Move forward with the construction of the Skye substation it is important that we make a decision on the purchase of the circuit switcher. In 2016 during construction of the West side and spring creek substations and the upgrade of the Bull River substation we went through the bidding and selection process and selected S&C for those circuit switchers based upon standardizing as well as Quality and Price.

Given the bidding that took place and the need for equipment standardizing I would like to request that we sole source the needed 2 circuit switchers. I am very familiar with S&C and have worked with their products closely on several projects. I am confident that this project will exceed my expectation and that they will provide an excellent product with responsive support.

IRBY has supplied a bid for the recommended S&C circuit switchers for $94,650 per switch, for the Skye substation and a backup for replacement the cost will be $190,160. It is my recommendation that we award this bid to IRBY.

The anticipated budgeted amount for this equipment was $150,000 from account #73-50-19-002.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

Quotation

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
385-285-3199

QUOTE DATE	ORDER NUMBER
07/02/24	S013994574

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

PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	SKY SUB		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
JOSEPH C RHO		07/02/24	Yes	120 UTAH COUNTY

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions **********		
			* KENNY 385-201-2612 OFC *		
			* 801-655-3042 MBL *		
			* CLAY 801-900-0420 *		
			**********		
2EA		1	*SANC 597839-BE12H1KM NRT2V 138 KV 1200 AMPERE CIRCUIT-SWITCHER SERIES 2000 MODEL 2030 WITH VERTICAL INTERRUPTERS AND WITHOUT DISCONNECT 102 INCH PHASE SPACING	94650.000EA	189300.00
			**********		
			88-90 WEEK LEAD TIME		
			**********		
4EA		2	*SANC SXA-4633-1 ANCHOR BOLT KIT FOR 4 OF THE S-81365-1 ANCHOR BOLTS	215.000EA	860.00

*** This is a quotation ***

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

Subtotal	190160.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	190160.00

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

** Reprint ** Reprint ** Reprint **

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2024-48 adopting the final tax rate and budget for the City of Lehi.

Suggested Action:

Attachments:

Res 48 PT 800.pdf

Utah State Tax Commission - Property Tax Division **Resolution Adopting Final Tax Rates and Budgets**	**Form PT-800** Rev. 02/15

County: UTAH **Tax Year: 2024**

It is hereby resolved that the governing body of:

LEHI CITY

approves the following property tax rate(s) and revenue(s) for the year: **2024**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	14,139,141	0.001236
50 Tort Liability		
190 Discharge of Judgement		
	$14,139,141	**0.001236**

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2024-49 granting Qwest Corporation dba CenturyLink, a nonexclusive franchise to operate a telecommunications network in Lehi City pursuant to a franchise agreement.
(This item has been pulled from the agenda)

Suggested Action:

Attachments:

Res 2024-49.docx

Agreement-CenturyLink Telecommunications Franchise 2024.docx

RESOLUTION 2024-

A RESOLUTION GRANTING QWEST CORPORATION dba CENTURYLINK QC, A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN LEHI CITY PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING CENTURYLINK'S RIGHTS AND DUTIES UNDER THE FRANCHISE

WHEREAS, federal and state law, and Title 8 Chapter 1 of the Lehi City Code provide for the operation of a telecommunications network in the City of Lehi, Utah by franchise agreement; and,

WHEREAS, Lehi City and CenturyLink QC ("CenturyLink") desire to enter into a nonexclusive franchise agreement granting to CenturyLink the right and privilege to operate a telecommunications network in Lehi, Utah; and,

WHEREAS, Lehi City and CenturyLink have negotiated a nonexclusive franchise agreement setting forth CenturyLink's rights and duties with respect to its operation of a telecommunications network in Lehi, Utah (a copy of which is attached hereto as "Exhibit A"); and,

WHEREAS, on the 27th day of August, 2024, the Municipal Council held a duly noticed public meeting to receive public comment and 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 Municipal Council, the Council finds: (i) that it should approve the attached Franchise Agreement and thereby grant to CenturyLink a franchise to operate a telecommunications network in Lehi, Utah; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The attached Franchise Agreement between Lehi City and CenturyLink is hereby approved; the mayor is authorized to execute the Agreement on behalf of Lehi City; and

CenturyLink is granted a franchise to operate a telecommunications network in Lehi, Utah, pursuant to the Franchise Agreement.

PART II:

This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City this 27th day of August, 2024.

ATTEST:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

LEHI CITY AND QWEST CORPORATION DBA CENTURYLINK QC TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2024, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Qwest Corporation dba CenturyLink QC, a Colorado limited liability company, (hereinafter "Company"), with its principal offices at: 931 14th St, Denver, CO 80204 . City and Company are herein collectively referred to as “Parties” and separately as “Party”.

WITNESSETH:

WHEREAS, the Company desires to provide telecommunications services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances (“System”); and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City’s rights of way for the installation, construction, and maintenance of systems in the City’s rights-of-way; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to operate a telecommunications network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is and incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful or beyond the scope of the City's authority.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between

Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public rights of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 2% of gross receipts (the "Franchise Fee"), an amount not greater than the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"), and imposed and levied pursuant to Utah State Code, Title 3, Chapter 10. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an interlocal cooperation agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Interest will accrue on late payments at the rate of one and one-half (1 ½) percent per month until paid. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build and/or operate a network within the City to provide telecommunications services to customers within the City.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of five (5) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, if the Company fails to provide written notice of the Company's intent not to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be

the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place.. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject

to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after confirmation of receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate or primarily benefit a private third party, such third party shall be required to pay the costs of relocation including any required private easements and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which aims to reasonable minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall

be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of

emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced with regards to the repair work performed to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party of the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other governmental agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City owned property shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any

street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5
POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full

force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy

the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever thecase may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this

Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Lumen
Attn: ROW/DF
931 14th St
Denver, CO 80204

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all third party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against third party claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or

hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer

will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 Intentionally Omitted.

9.7 Performance Bonds and Other Surety. To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond from an insurer or guarantor that is acceptable to the City.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become

effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to

such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company’s network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of

that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and
vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the effective date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Mark Johnson, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

COMPANY

Date: _____ By: _____
Officer, Title

STATE OF UTAH)

)ss.

COUNTY OF UTAH)

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared [officer], known or identified to me to be the [title] of [provider], a Utah limited liability company, and the person whose name is subscribed to the within instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public for _____

Residing at: _____

My commission expires: _____

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #50-2024 granting approval of the Draper Addition Zone Designation of Planned Community on 877.46 acres located at approximately 4400 North Horton Way.

Suggested Action:

Attachments:

CC Staff Report Draper Addition Zone Change 08.27.24.docx

Draper Addition Zone Change DRC 7.03.2024.docx

Ord 50-2024.docx

narrative.pdf

Aerial Map.pdf

Draper Addition Zone Change.pdf

General Plan Map.pdf

Zoning Map.pdf

DRAPER ADDITION ZONE CHANGE

CITY COUNCIL REPORT

Applicant	DR Horton		
Meeting Date	August 27, 2024		
Requested Action/Purpose	Approval of a proposed zone designation		
Decision Type	Legislative		
Location	Approximately 4400 North Horton Way		
Acreage	877.46 acres		
Existing Zoning	None		
Existing General Plan Land Use Designation	Various corresponding to Area Plan Designations		
Proposed Zoning Designation	Planned Community		
Existing Land Use	Undeveloped Hillside		
Adjacent Zoning and Land Use	*North*	Draper	Single Family Homes/Hillside
	South	PC	Texas Instruments Buffer
	East	PC/Draper	Undeveloped Hillside
	West	Unincorporated	Hillside
Date of DRC Review	July 3, 2024		
Date of Planning Commission Review	July 25, 2024		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

RESIDENTIAL DEVELOPMENT

Accommodate a range of housing and neighborhood types suitable for a variety of lifestyles, ages, affordability levels, and design options.

PROPERTY HISTORY

December 11, 2012 City Council approved the Micron Area Plan

August 23, 2022 City Council approved the Skye Area Plan amending the Micron Area Plan and the Draper Addition Municipal Boundary Line Adjustment adding this area into the City.

September 19, 2023 City Council approved the Skye Area Plan Second Amendment

REPORT ANALYSIS

The applicant requests approval of a proposed zone change/zone designation on 877.46-acres located at approximately 4400 North Horton Way. This land came into Lehi in 2022 from Draper City. During that time no zoning was designated, not even TH-5. This proposed zone change amendment will officially designate it as Planned Community.

The Skye Area Plan Amendment Second Amendment indicated the land uses on this land and has already been recorded. This zone change will not impact the Area Plan. Water has already been provided by DR Horton for this land. This zone change/ zone designation is a formality to clean up our zoning and make sure things are done properly.

A large portion of this area includes the 500 acres guaranteed to be preserved as open space and dedicated to Lehi City.

The DRC had no redline comments.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is adding zoning on property that previously came into the City and currently has no zoning.
2. The proposed zoning is reflective of the existing General Plan Land Use designations.
3. The proposed zoning is consistent with the approved Skye Area Plan.
4. The proposed zone change is part of process that will allow the conservation of 500 acres.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 25, 2024. The minutes and motion from that meeting follow.

3.2) Public hearing and recommendation of DR Horton's request for review of the Draper Addition Zone Designation of Planned Community on 877.46 acres located at approximately 4400 North Horton Way.
Commissioner Eyre asked about a small rectangle area on the area plan. Staff member Kim Struthers was on the understanding that that has been purchased and now all the land in that area is under their ownership.

Applicant Scott Bishop discussed the parcel that wasn't initially part of the lot but has now been purchased and included in the area.

Chairman Jackson opened public hearing.
Chairmen Jackson closed public hearing.

Motion: Commissioner Kunze moved to approve DR Horton's request for review of the Draper Addition Zone Designation of Planned Community on 877.46 acres located at approximately 4400 North Horton Way. including all findings stated in the report and all DRC comments, Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously

Draper Addition Zone Change
DRC Redline Comments

DR Horton- requests review of the Draper Addition Zone Designation to Planned Community on 877.46 acres located at approximately 4400 North Center.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Jeff Stephenson and Ben Tuckett
Date of Plans Reviewed: 6/25/2024
Time Start: 2:05pm
Time End: 2:14pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey– Public Works: No comments
Brad – Engineering: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 25th

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: 50-2024

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 4400 NORTH HORTON WAY

WHEREAS, DR Horton, applicant for property located at approximately 4400 North Horton Way and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as PC (Planned Community); and

WHEREAS, following a public hearing on July 25, 2024, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it with a positive recommendation to the City Council to decide on the proposed amendment; and

WHEREAS, on August 27, 2024, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 25, 2024; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Planned Community (PC).

PART II:

A. If a provision of this Ordinance 50 -2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 27th day of August 2024.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

DRAPER ADDITION ZONE DESIGNATION PARCELS

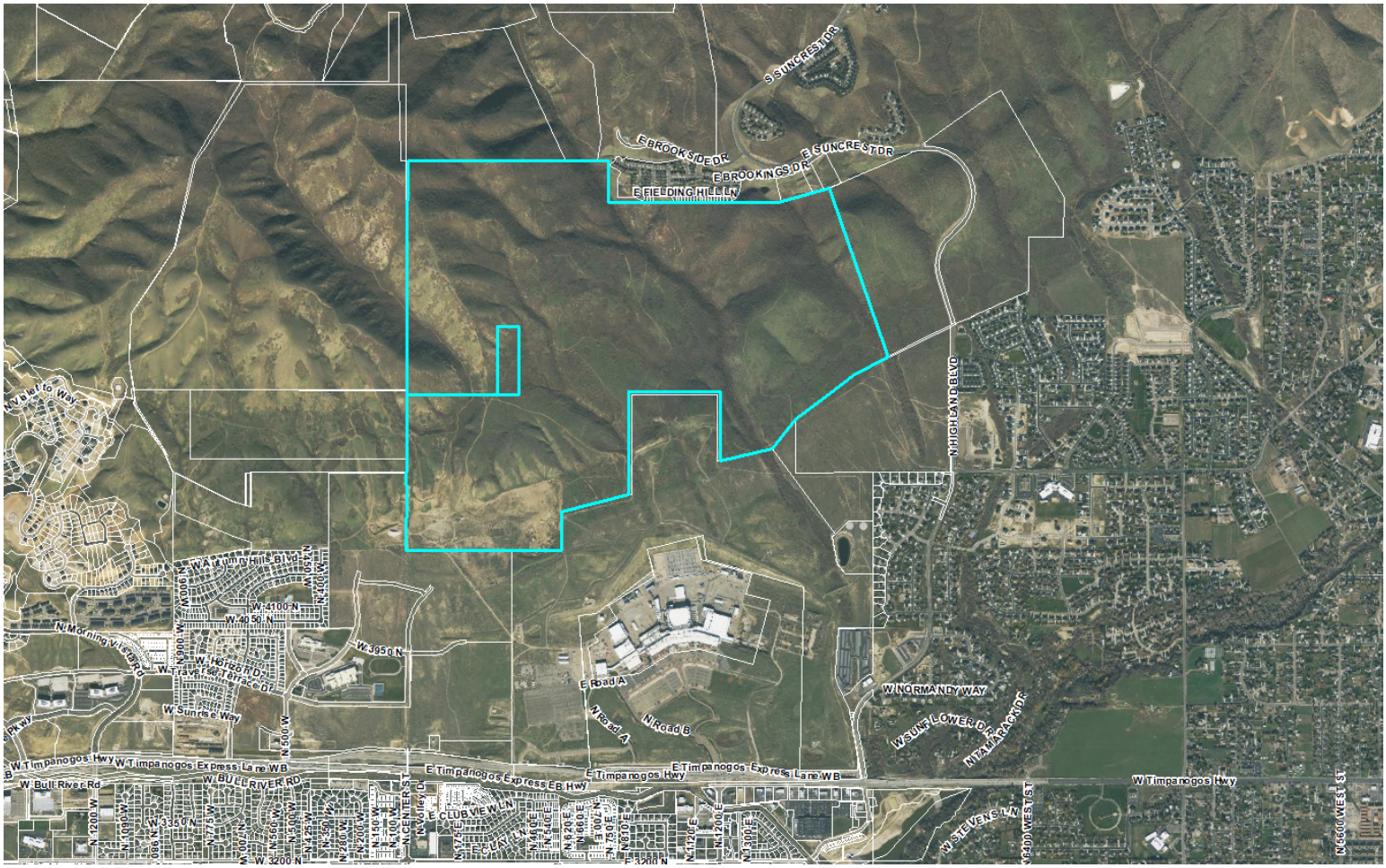
Parcel ID 11:015:0007
COM N 49.87 FT & E 49.96 FT FR SE COR. SEC. 21, T4S, R1E, SLB&M.; N 89 DEG 51' 23" W 1562.01 FT; S 0 DEG 1' 55" E 1759.85 FT; S 76 DEG 5' 4" W 1180.91 FT; S 0 DEG 1' 36" E 665.73 FT; N 89 DEG 50' 24" W 863.82 FT; N 89 DEG 49' 57" W 1794.34 FT; N 0 DEG 10' 54" E 1103.89 FT; S 64 DEG 19' 46" W 5.42 FT; N 0 DEG 4' 20" W 229.29 FT; S 89 DEG 10' 5" E 5.92 FT; N 0 DEG 10' 43" E 1325.48 FT; S 89 DEG 41' 58" E 1540.74 FT; E 375 FT; N 1170 FT; W 375 FT; S 1169.99 FT; N 89 DEG 41' 58" W 1540.74 FT; N 0 DEG 13' 47" E 2640.1 FT; N 0 DEG 13' 28" E 1346.52 FT; N 89 DEG 59' 41" E 3420.94 FT; S 0 DEG 0' 19" E 715.98 FT; N 89 DEG 59' 41" E 2900 FT; N 73 DEG 56' 41" E 899.58 FT; S 19 DEG 19' 38" E 3047.04 FT; N 47 DEG 19' 48" W .26 FT; S 61 DEG 41' 9" W 642.56 FT; S 52 DEG 59' 59" W 571.96 FT; S 53 DEG 2' 15" W 696.67 FT; S 38 DEG 15' 13" W 645.85 FT; S 77 DEG 12' 44" W 895.24 FT; N 0 DEG 2' 25" W 1170.16 FT TO BEG. AREA 867.388 AC.

Parcel ID 11:015:0002
COM W 3765 FT FR SE COR. SEC. 21, T4S, R1E, SLB&M.; N 1170 FT; E 375 FT; S 1170 FT; W 375 FT TO BEG. AREA 10.072 AC.

Draper Addition Zone Change

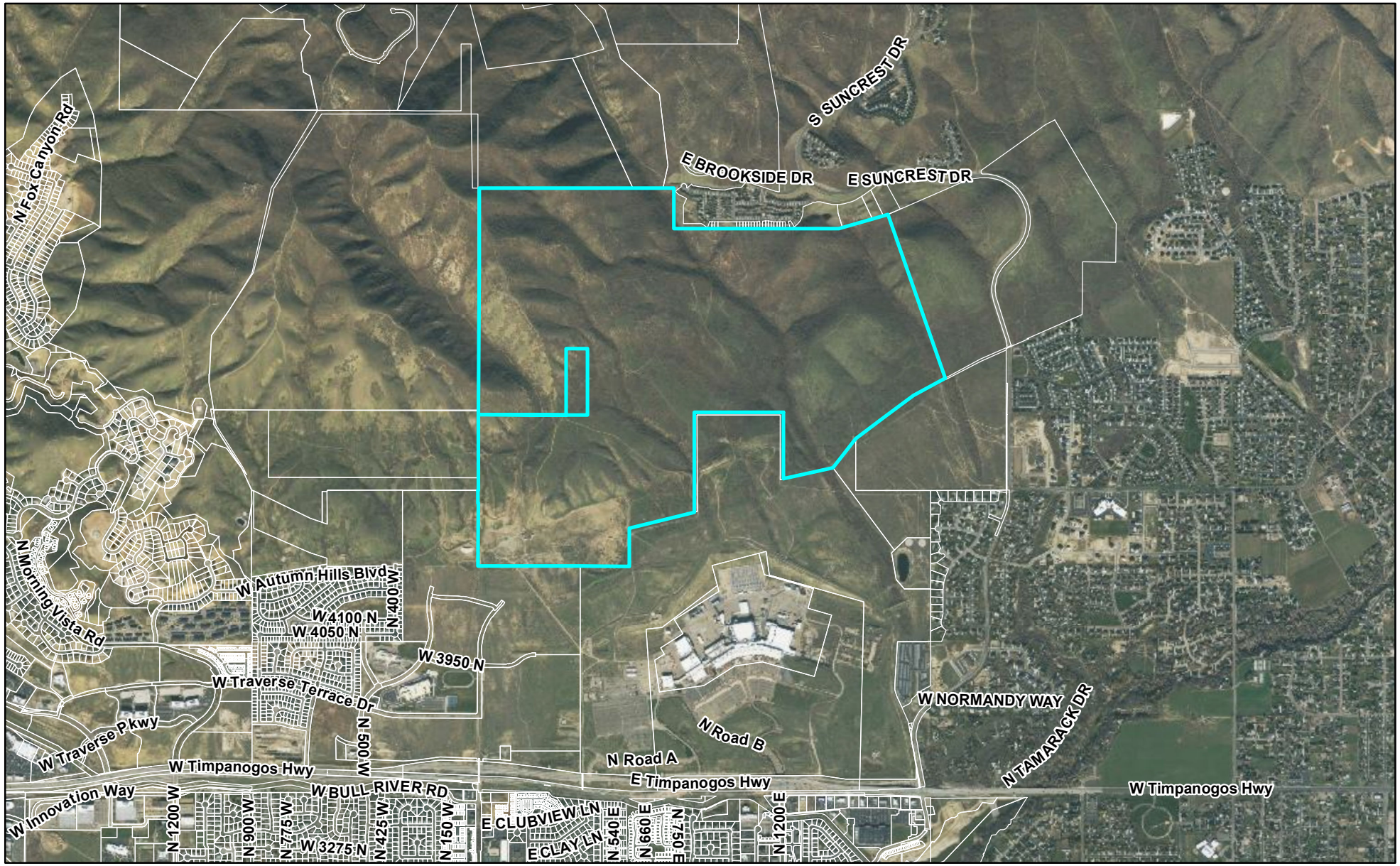
This property came into Lehi as part of the Draper- Lehi Boundary Line Adjustment and was included in the Skye Area Plan Second Amendment. We realized that zoning was never assigned to the parcel. DR Horton requests Planned Community (PC) zoning on these parcels in accordance with the approved Skye Area Plan.

Parcels: 11:015:0007 and 11:015:0002



Draper Addition Zone Change

Aerial

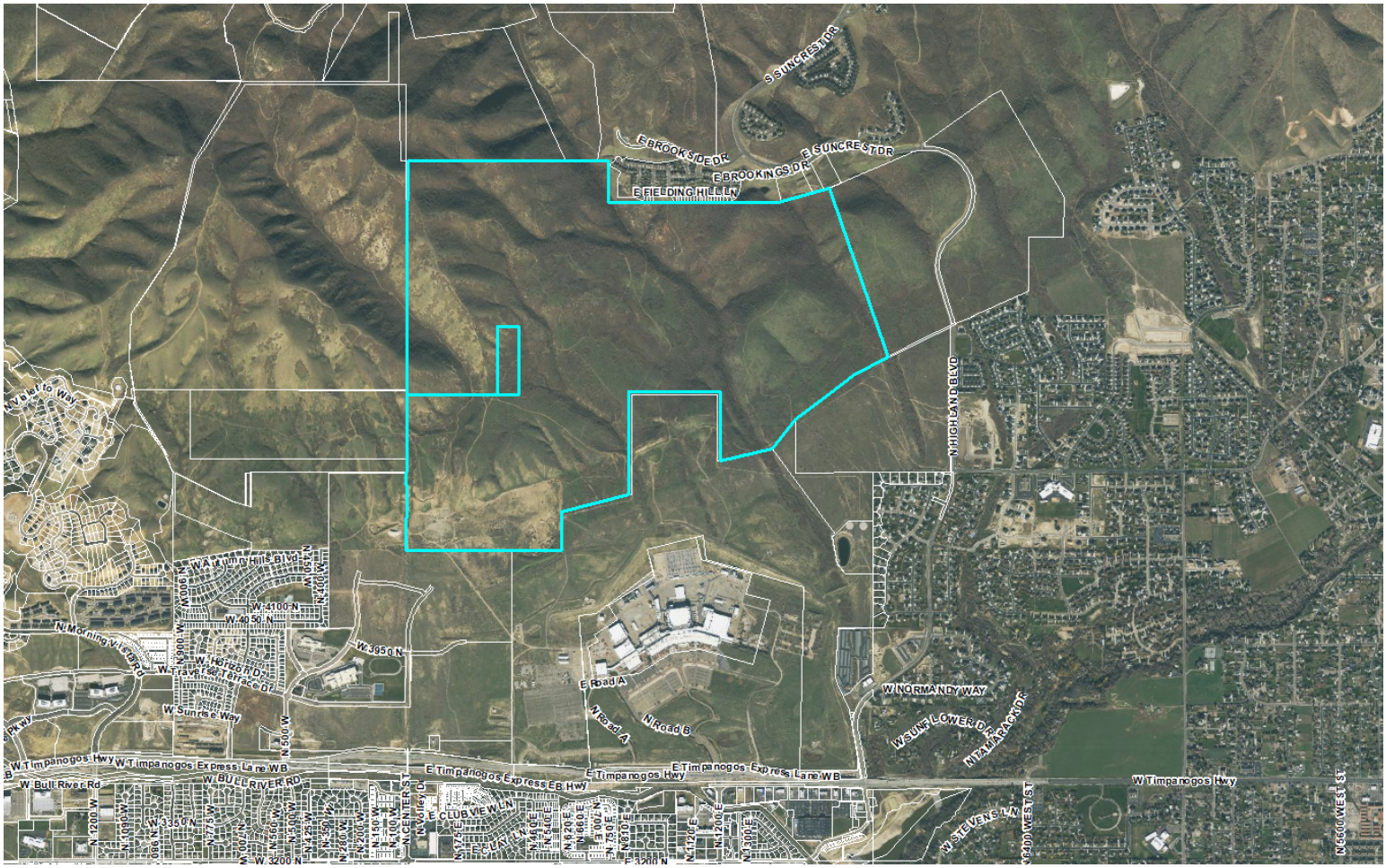


LEHI CITY

Draper Addition Zone Change

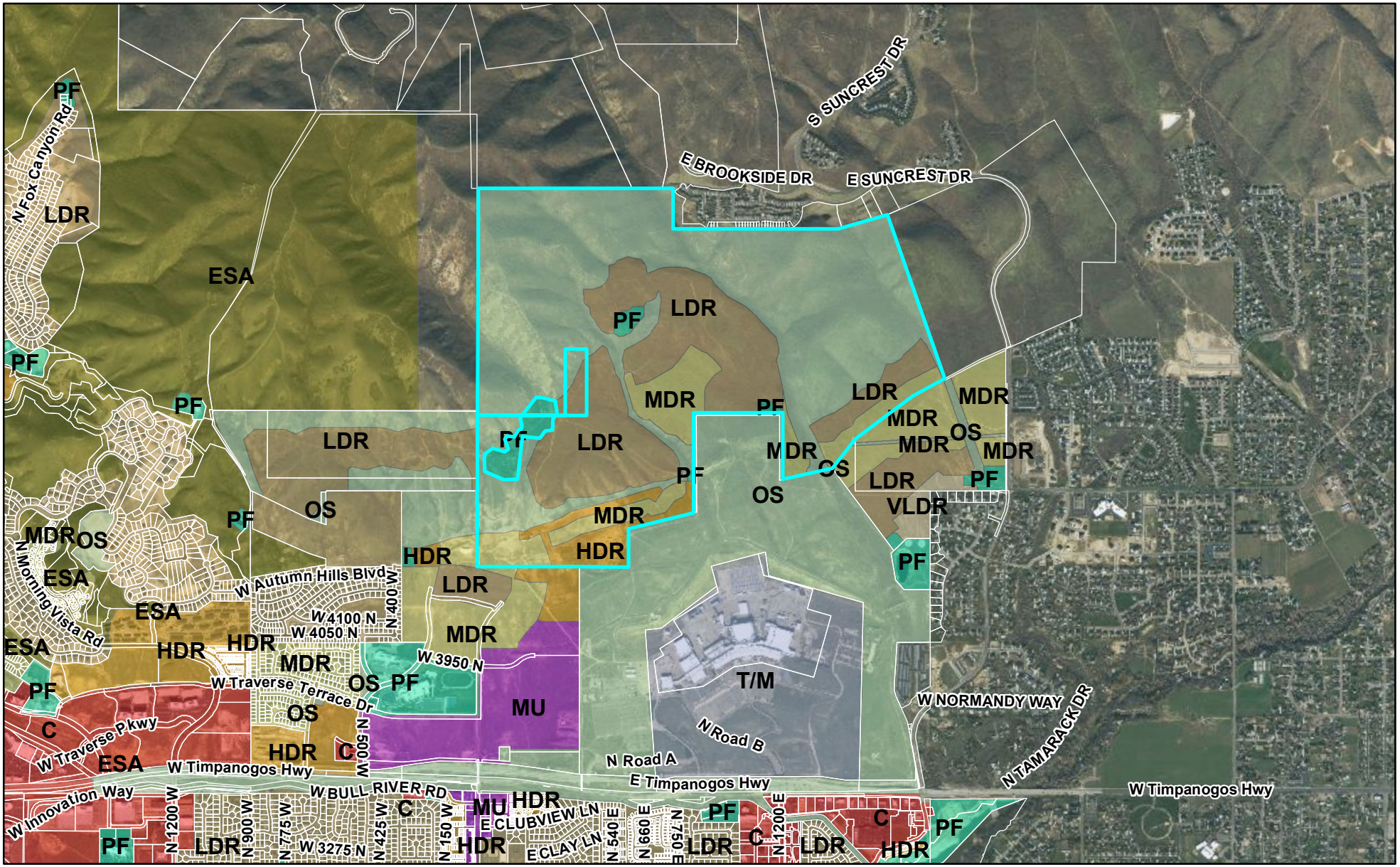
This property came into Lehi as part of the Draper- Lehi Boundary Line Adjustment and was included in the Skye Area Plan Second Amendment. We realized that zoning was never assigned to the parcel. DR Horton requests Planned Community (PC) zoning on these parcels in accordance with the approved Skye Area Plan.

Parcels: 11:015:0007 and 11:015:0002



Draper Addition Zone Change

General Plan

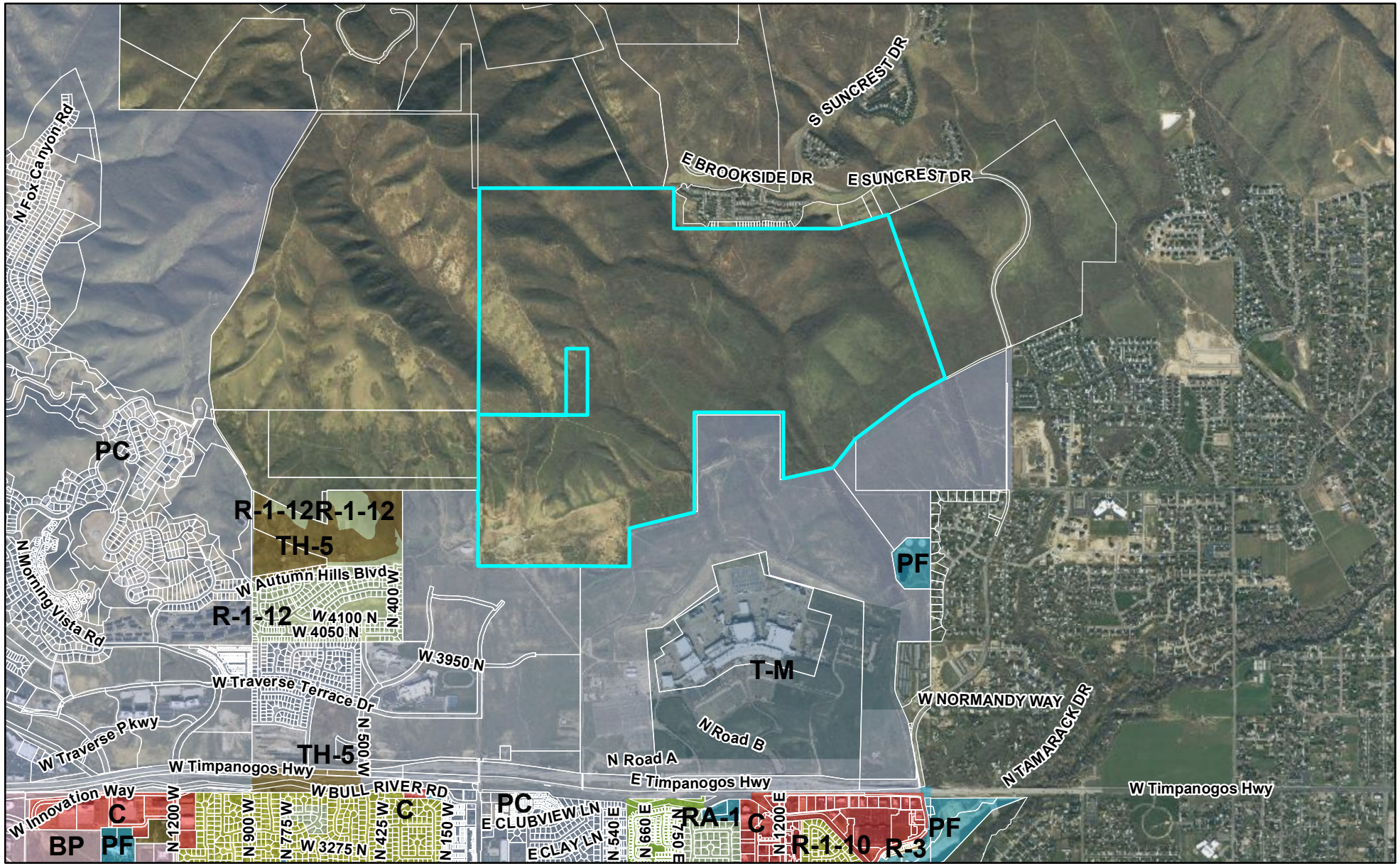


0 2,900 5,800 Feet

LEHI CITY

Draper Addition Zone Change

Zoning



0 2,900 5,800 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #51-2024 granting approval of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses.

Suggested Action:

Attachments:

CC Staff Report Skye Area Plan Amendment Civic Design 08.27.24.docx

Skye Area Plan Civic Sites Area Plan Amendment DRC 7.10.2024.docx

Ord 51-2024.docx

Narrative.pdf

Proposed Civic Use Design Requirements.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

SKYE AREA PLAN AMENDMENT
CIVIC SITES DESIGN STANDARDS
CITY COUNCIL REPORT

Applicant	CORE Architecture
Meeting Date	August 27, 2024
Requested Action/Purpose	Approval of a proposed area plan amendment
Decision Type	Legislative
Date of DRC Review	July 10, 2024
Dates of Planning Commission Review	July 25, 2024 and August 8, 2024
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 06.010 Purpose and Intent.
The intent of the Planned Community Zone and this Chapter is to:

A. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.
B. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.
C. Provide an opportunity for flexibility from the constraints of traditional zoning and allow for development on a performance basis. Higher density and intensity of uses may be achieved as higher quality development and performance standards are implemented within the zone.
D. Provide a consolidated and structured framework for the processing of preliminary and final subdivision plat(s), preliminary and final site plans, and other permits and licenses required by this Code.

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

Section 06.020 Planned Community Description.
Each Planned Community Zone should include a cohesive mixture of land uses, including commercial and/or business park uses, which will provide services and employment opportunities to residents within the community. Residential uses should provide a range of housing types and densities to accommodate a variety of age and income groups and residential preferences, so that the community's demographic diversity is maintained. Commercial uses should focus on retail services for the residents of the community and must include a unifying design theme which compliments the residential areas. Residential and commercial land uses should be integrated to promote a walkable, sustainable community.
Development should promote creative lot configuration with usable public and private recreation areas, parks, trails and open space with assurance of maintenance. Preservation of open space and critical environmental areas is also

highly encouraged through the use of clustering and other innovative development options where a standard lot pattern is not practical or desirable due to physical constraints.

Section 06.030 Design Compatibility.

Development within a Planned Community Zone should promote attractive, unified architectural design. Development should be planned as one complex land use with a common architectural design theme that provides variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate, unrelated lots. In order to ensure that development within the Planned Community Zone is compatible and meets the purposes of this Chapter, the Planning Commission may recommend and the City Council may require that certain design guidelines be employed as part of the approval of an Area Plan for a PC Zone. The design guidelines may include, but are not limited to, architectural controls, colors, materials, building mass, innovative design of buildings and access, and any other features deemed appropriate by the City Council. As part of the design guidelines for any Planned Community Zone each single family detached or attached dwelling shall include, as a minimum standard, an enclosed one (1) car garage.

REPORT ANALYSIS

The applicant requests approval of proposed amendments to the Skye Area Plan adding design requirements for the Civic Land Use areas. The proposed amendment will impact two properties with "civic" designations in the area plan. Both of these properties are intended for use by the Church of Jesus Christ of Latter-day Saints. Both with have chapels on them and one will have the future Lehi Temple.

The existing Skye Area Plan does not have design requirements for the civic sites which would leave them to all of the requirements for the General Nonresidential Design District in the Development Code. These standards do not fit the typical temple or church architecture and other requirements. Often exceptions are given on the meetinghouses. The applicant proposes design standards that would make it so that the future site plans do not have to go to Planning Commission for approval of exceptions.

The applicant proposes the following changes.

First the applicant changed some of the wording in the existing Area Plan to make it clear that the design requirements only apply to residential development.

Next, the applicant proposes changes to the General Nonresidential Design Standards as they would apply to the civic site. They started with the standards to simplify the exceptions and show the specific items they want to change the requirements. These things include not orienting the building to the corner, not requiring a certain percentage of glass on the façade facing the street, removing some specific architectural requirements, and a few other changes including reducing the amount of bike parking required.

The applicant also requests changes to the Chapter 12 lighting requirements. These standards are there to preserve the dark sky. The temples include upward lighting onto the façade. The proposed amendment would allow some of this lighting on the facades, monument signs and the flags at a maximum of 10 foot-candles. The building towers and steeples would have a maximum of 12 foot-candles.

Based on feedback during the first Planning Commission meeting, the applicant added some slightly different requirements for small civic uses and large civic uses, this includes the amount of bicycle parking required.

The DRC reviewed the proposed changes and had one comment to add trails. The applicant has already made the requested change and also made updates based on the Planning Commission's recommendations.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed area plan amendment allows flexibility with the design requirements and will/will not preserve the intent of the design requirements.
2. The proposed area plan amendment will/will not provide a quality community in Lehi City.
3. Other findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission first reviewed the proposed Area Plan Amendment on July 25, 2024. The minutes and motion from that meeting follow.

3.3) Public hearing and recommendation of CORE Architecture's request for review of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses.

Applicant Curtis Miner did a presentation to show why they are requesting to amend some of the aspects of the Skye area plans and requirements for Civic Land uses.

Commissioners asked the applicant clarifying questions.

Chairman Jackson opened public hearing.
Chairmen Jackson closed public hearing.

Commissioners asked several clarifying questions including questions about property ownership and distinctions between a temple and a potential chapel. Mr. Miner clarified that the church owns both properties. The commissioners expressed concerns about the lack of differentiation in the document between the temple and chapel standards, especially regarding lighting and site plans suggesting adding language to distinguish the two. Kim Struthers proposed defining standards by building size. Mr. Miner agreed, stating that they could separate elements to ensure clarity.

Further discussions involved practical considerations for site planning, including tree planting requirements, bike stalls, and lighting standards. Some commissioners expressed concerns about customizing standards too much, which could exclude other civic uses. They also discussed bike parking, noting the importance of encouraging biking despite current habits.

In summary, the commissioners are working to ensure clear, distinct standards for the temple and chapel, while considering practical site planning needs and maintaining flexibility for other civic uses.

> **Motion:** Commissioner Eyre moved to table the of CORE Architecture's request for review of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses; including all DRC comments and findings stated in the report with the following suggestions including that they retool some of the items discussed- changes being made of two classifications of the two buildings and what applies to each building i.e. square footage. They also suggest looking at lighting, bike parking, tree requirement/water-wise landscaping, parking, and to formally add any request and any other clarification that could be useful**.** Commissioner Lockhart seconded.
>
> **Vote:** Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

The Planning Commission also reviewed the proposed amendment on August 8, 2024. The minutes and motion from that meeting follow.

3.1) Recommendation of CORE Architecture's request for review of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses. (tabled from the July 25, 2024)

Applicant Curtis Miner presented on some of the items that were discussed from the July 25 meeting.

The Commissioners expressed concerns about the vague language in the code regarding glazing percentages, suggesting that clearer definitions or removing the requirement altogether would be more effective. The discussion then covered setbacks, with Mr. Miner proposing the removal of setback requirements to better fit site design needs, particularly for large civic buildings.
The Commissioners questioned the implications of this approach but appreciated the proposal.

They also discussed the importance of water-wise landscaping, which Mr. Miner agreed to address by consulting with their landscape architects. Additionally, lighting standards were reviewed, with concerns raised about consistency and intensity. The meeting concluded with a proposal to separate civic sites into different categories to better accommodate their specific requirements.

> **Motion:** Commissioner Lockhart moved to approve CORE Architecture's request for review of an amendment to the Skye Area Plan adding design requirements for Civic Land Uses including all findings stated in the report and all DRC comments. Commissioner Lockhart added that the applicant should continue workshopping the water-wise landscaping requirements prior to getting to council, with the intention of adhering to as much of them as possible, and then to include layering in the C1 and the C2 designation that was just mentioned, so that that secondary site will be held to the standards we typically have, and if there were wanting to be exceptions to that, they would need to follow the regular application process. Commissioner Eyre seconded.
>
> **Vote:** Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Roberts, yes. The motion passed unanimously.

Skye Area Plan Amendment
DRC Redline Comments

CORE Architecture- requests review of the Skye Area Plan Amendment adding design requirements for the Civic Land Uses
DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Curtis Miner
Date of Plans Reviewed: 7/2/2024
Time Start: 1:03pm
Time End: 1:08pm

DRC REDLINE COMMENTS:
Glade – Power: No Comments
Garion – Fire: No Comments
Ryan – Water/Sewer: No Comments
James – Parks: No Comments
Gary – Building/Inspections: No Comments
Shelbey – Public Works: No Comments
Brad – Engineering: No Comments
Luke- Traffic: No Comments
Kim – Planning:
1. Section 4.vii.2 add "or trail"

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 25th

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: 51-2024

AN ORDINANCE APPROVING AN AMENDMENT TO THE SKYE AREA PLAN ADDING CIVIC LAND USE DESIGN REQUIREMENTS

WHEREAS, it has become necessary to amend the Skye Area Plan to add design requirements for Civic Land Uses; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Skye Area Plan Amendment; all as set forth in that certain area plan designated as the Skye Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on August 8, 2024 the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on August 27, 2024, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of August 8, 2024, and the recommendation of the Planning Commission; and,

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

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

SECTION 1. The amended Area Plan together with all the attached exhibits, maps and supporting documents designated as the "Skye Area Plan Amendment Civic Uses" dated August 27, 2024 copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as part of the Skye Area Plan.

SECTION 2. Unless specifically modified by the Skye Area Plan, the owner of the Subject Property or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance -2024 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.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 27th day of August 2024.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

2 July 2024

Ms. Brittney Harris
Lehi City Planning
153 North 100 East
Lehi, UT 84043

Re: Skye Area Plan Amendment Application

Dear Brittney,

As required by the "Application for Area Plan Amendment", please find below a narrative of reason and justification, effect on surrounding area, suitability of properties, and public health, safety, and welfare.

Reason and Justification

When the Skye Area Plan was originally developed and approved by Lehi City, two "civic" parcels were identified in the associated land use plan. However, the Skye Area Plan narrative and design guidelines focused entirely on the residential components of the development and intentionally omitted design standards for civic and other mixed-use properties.

Now that The Church of Jesus Christ of Latter-day Saints has officially announced plans to build a temple and meetinghouse on one of the civic sites and a meetinghouse on the other, the Skye Area Plan needs to be amended to include design guidelines and standards for development of those civic parcels. This application is to propose those amendments.

Effect on Surrounding Area

Because only two parcels in the Skye Area Plan are designated as "civic", and because the proposed amendments pertain only to civic properties, the proposed amendments affect only these two properties. The proposed amendments have no effect outside of the Skye Area Plan.

Suitability of Properties

Both civic properties within the Sky Area Plan are correctly positioned within the community to serve civic functions. Neither property includes environmental, geological, or other hazards, and both properties already have, or will shortly have, public utilities and infrastructure to support development as part of Skye Area Plan improvements.

Public Health, Safety, and Welfare

Development standards proposed by this amendment application will ensure projects that are beautiful and long-awaited additions to the community. The projects will not pose a threat to public health, safety, or welfare.

If you have any questions or require additional information, please don't hesitate to contact me at my office.

Respectfully Submitted,



Curtis N. Miner, AIA, NCARB
Principal Architect, CORE Architecture

Skye Area Plan Amendment Application

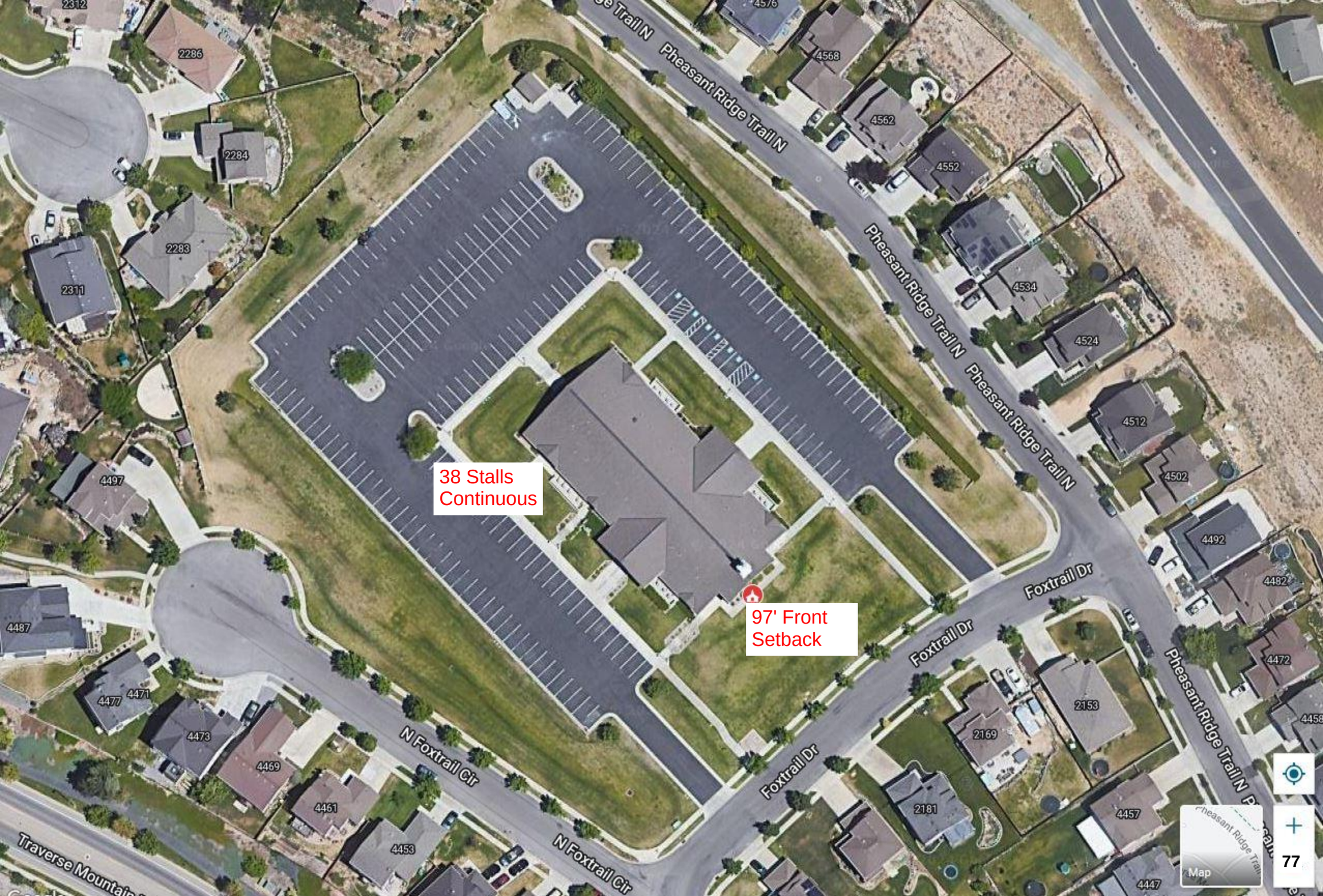
Presentation Outline

1. Precedent Study: Recent Lehi Meetinghouse Projects
2. Dark Sky Standards
3. Skye Area Plan Amendment Proposal
4. Skye Area Plan: Design Guidelines – Civic
5. Skye Area Plan: Outdoor Lighting Standards
6. Summary of Proposals


49 Stalls
Continuous
57' Front
Setback
W Chapel Ridge Rd
W Chapel Ridge Rd
W Chapel Ridge Rd
W Chapel Ridge Rd
W Chapel Ridge Rd
W Chapel Ridge Rd
W Chapel Ridge Rd
Toscana Hills Dr
Toscana Hills Dr
4716
4692
4676
4652
4588
1980
1962
1919
1903
1861
1859
4673
4655
4637
4619
4601
Map
74


38 Stalls
Continuous
60' Front
Setback
E Love Ln
E Love Ln
E Love Ln
E Clay Ln
E Clay Ln
175 E
175 E
175E
E 3200 N
E 3200 N
E 3200 N
E 3200 N
E 3200 N
E 3200
3329
3323
181
203
225
186
204
222
242
185
207
229
165
127
127
188
210
230
186
Map
75


56' Front Setback
36 Stalls Continuous
W 3200 N
W 3200 N
W 3200 N
W 3200 N
W 3200 N
W 3200 N
W 3200 N
N 425 W
N Park Cottage Wy
N Park Cottage Wy
N Park Cottage Wy
N Park Cottage Wy
W 3075 N
531
680
489
457
441
397
433
405
395
10725
3063
3157
3149
3131
3126
3123
3118
3115
3112
3107
3093
3081
3073
418
406
422
Map
76


38 Stalls
Continuous
97' Front
Setback
Pheasant Ridge Trail N
Foxtrail Dr
N Foxtrail Cir
Traverse Mountain
2312
2286
2284
2283
2311
4497
4487
4477
4471
4473
4469
4461
4453
4576
4568
4562
4552
4534
4524
4512
4502
4492
4482
4472
2153
2169
2181
4457
4447
Map
77


95' Front Setback
35 Stalls Continuous
W 3200 N
W 3200 N
W 3200 N
W 3200 N
W 3200 N
Crest Dr
Crest Dr
Crest Dr
Crest Dr
Crest Dr
Crest Dr
Eagle Way
Eagle Way
N 325 W
N 325 W
N 8200 W
W 3125 N
W 3075 N
175 N
363
355
337
321
365
371
359
3161
3153
3135
3129
3133
3127
3123
3117
3109
3119
3113
3101
3089
3077
3106
3105
3104
3171
3151
3121
3178n
3148
3118

Illuminating
ENGINEERING SOCIETY

INTERNATIONAL DARK-SKY ASSOCIATION

JOINT IDA - IES

MODEL LIGHTING ORDINANCE (MLO)

with USER'S GUIDE

June 15, 2011

II. LIGHTING ZONES (cont.) - User's Guide

However, if an adjacent use could be adversely impacted by allowable lighting, the adopting authority may require that a particular site meet the requirements for a lower lighting zone. For example, the authority could specify Lighting Zone 1 or 2 requirements if a commercial development were adjacent to a residence, hospital or open space, or to any land assigned to a lower zone.

Lighting zones are best implemented as an overlay to the established zoning especially in communities where a variety of zone districts exists within a defined area or along an arterial street. Where zone districts are cohesive, it may be possible to assign lighting zones to established land use zoning. It is recommended that the lighting zone includes churches, schools, parks, and other uses embedded within residential communities.

Zone	Recommended Uses or Areas	Zoning Considerations
LZ-0	Lighting Zone 0 should be applied to areas in which permanent lighting is not expected and when used, is limited in the amount of lighting and the period of operation. LZ-0 typically includes undeveloped areas of open space, wilderness parks and preserves, areas near astronomical observatories, or any other area where the protection of a dark environment is critical. Special review should be required for any permanent lighting in this zone. Some rural communities may choose to adopt LZ-0 for residential areas.	Recommended default zone for wilderness areas, parks and preserves, and undeveloped rural areas. Includes protected wildlife areas and corridors.
LZ-1	Lighting Zone 1 pertains to areas that desire low ambient lighting levels. These typically include single and two family residential communities, rural town centers, business parks, and other commercial or industrial/ storage areas typically with limited nighttime activity. May also include the developed areas in parks and other natural settings.	Recommended default zone for rural and low density residential areas. Includes residential single or two family; agricultural zone districts; rural residential zone districts; business parks; open space include preserves in developed areas.

II. LIGHTING ZONES (cont.) - Ordinance Text

LZ1: Low ambient lighting

Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.

LZ2: Moderate ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.

LZ3: Moderately high ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform and/or continuous. After curfew, lighting may be extinguished or reduced in most areas as activity levels decline.

LZ4: High ambient lighting

Areas of human activity where the vision of human residents and users is adapted to high light levels. Lighting is generally considered necessary for safety, security and/or convenience and it is mostly uniform and/or continuous. After curfew, lighting may be extinguished or reduced in some areas as activity levels decline.

II. LIGHTING ZONES (cont.) - User's Guide

Zone	Recommended Uses or Areas	Zoning Considerations
LZ-2	**Lighting Zone 2 pertains to areas with moderate ambient lighting levels. These typically include multifamily residential uses, institutional residential uses, schools, churches, hospitals, hotels/motels, commercial and/or businesses areas with evening activities embedded in predominately residential areas, neighborhood serving recreational and playing fields and/or mixed use development with a predominance of residential uses. Can be used to accommodate a district of outdoor sales or industry in an area otherwise zoned LZ-1.**	**Recommended default zone for light commercial business districts and high density or mixed use residentialdistricts.** Includes neighborhood business districts; churches, schools and neighborhood recreation facilities; and light industrial zoning with modest nighttime uses or lighting requirements.
LZ-3	**Lighting Zone 3 pertains to areas with moderately high lighting levels. These typically include commercial corridors, high intensity suburban commercial areas, town centers, mixed use areas, industrial uses and shipping and rail yards with high night time activity, high use recreational and playing fields, regional shopping malls, car dealerships, gas stations, and other nighttime active exterior retail areas.**	**Recommended default zone for large cities' business district.** Includes business zone districts; commercial mixed use; and heavy industrial and/or manufacturing zone districts.
LZ-4	**Lighting zone 4 pertains to areas of very high ambient lighting levels. LZ-4 should only be used for special cases and is not appropriate for most cities. LZ-4 may be used for extremely unusual installations such as high density entertainment districts, and heavy industrial uses.**	**Not a default zone**. Includes high intensity business or industrial zone districts.

TABLE D EXAMPLE - PERFORMANCE METHOD - User's Guide

The first step in the Performance Method is to establish the Site Total Initial Site Lumens which regulates overlighting. The performance method allows layers of light depending on the complexity of the site.

Table D establishes the basic total initial site lumens allowed. These lumen allowances are added together for a total initial site lumen allowance. Allowances include:

1) Initial lumen allowance per site

2) Per area (SF) of hardscape

IX. TABLES (cont.) - Ordinance Text

Table D Performance Method Allowed Total Initial Site Lumens

May be used on any project.

Lighting Zone	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Allowed Lumens Per SF	0.5	1.25	2.5	5.0	7.5
Allowed Base Lumens Per Site	0	3,500	7,000	14,000	21,000

Table E Performance Method Additional Initial Luminaire Lumen Allowances. All of the following are "use it or lose it" allowances.

All area and distance measurements in plan view unless otherwise noted.

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Additional Lumens Allowances for All Buildings except service stations and outdoor sales facilities. A MAXIMUM OF THREE (3) ALLOWANCES ARE PERMITTED. THESE ALLOWANCES ARE "USE IT OR LOSE IT".					
Building Entrances or Exits. This allowance is per door. In order to use this allowance, luminaires must be within 20 feet of the door.	400	1,000	2,000	4,000	6,000
Building Facades. This allowance is lumens per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade and capable of illuminating it without obstruction.	0	0	8/SF	16/SF	24/SF

SKYE AREA PLAN

RESIDENTIAL ARCHITECTURAL DESIGN GUIDELINES & STANDARDS

Proposed amendments to Skye Area Plan

by

CORE Architecture

for

CIVIC Properties and the Lehi, Utah Temple

27 August 2024

PREPARED BY:
P3-PLANNING & DESIGN SERVICES
2022

ARCHITECTURAL DESIGN GUIDELINES AND STANDARDS
TABLE OF CONTENTS

1. INTRODUCTION TO SKYE AREA PLAN

1.1 Background
1.2 Purpose
1.3 How to Understand the Design Guidelines
1.4 How to Understand the Civic Design Guidelines

2. COMMUNITY VISION & CHARACTER

2.1 Skye Area Plan Vision
2.2 Design Approach
2.3 Key Development & Design Patterns
2.4 Style and Details

3. ARCHITECTURAL STYLES – RESIDENTIAL

3.1 Purpose
3.2 Objectives
3.3 General Building Massing, Form and Orientation
3.4 Massing for Single Level and Two-Story Homes
3.5 Front Façade/Entry Scale, Massing and Design
3.6 Rear/Side Façade Massing and Design
3.7 Building Height
3.8 Roof Forms
3.9 Roof Pitch
3.10 Roof Span
3.11 Roof Overhangs
3.12 Fascia Width
3.13 Roof Surfacing Materials
3.14 Roof Appurtenances
3.15 Main Entry Porches and Front Doors
3.16 Garages and Garage Doors
3.17 Windows
3.18 Exterior Materials

Residential

Residential

Residential

Change to 4

3.19 Primary Wall Finishes
3.20 Accent/Secondary Wall Finishes
3.21 Number of Wall Materials
3.22 Color Palette
3.23 Balconies and Decks
3.24 Gutters and Downspouts
3.25 Chimneys and Vents
3.26 Exterior Lighting
3.27 Residential Address Numbers

4. ARCHITECTURAL GUIDELINES – RESIDENTIAL

Change to 3

4.1 Farmhouse
4.2 Craftsman
4.3 Prairie
4.4 Transitional
4.5 Modern

5. APPENDICES -- RESIDENTIAL

5.1 Definitions
5.2 Architectural Style Photos and Supplements

6. DESIGN GUIDELINES - CIVIC

6.1 Design Standards
6.2 Outdoor Lighting Standards

1 Introduction to the Skye Area Plan

1.1 BACKGROUND

civic,

Our goal is to create a master-planned, resort style residential community with some high-quality office, professional, retail, and other mixed-use commercial areas. The entire area will be well-connected by trails, walkways and open space corridors that will allow access to both commercial and professional areas as well as to the foothills and other native areas. The residential development area will be a well- planned cohesive community with a variety of home products and price points.

1.2 PURPOSE

The Skye Area Plan Design Guidelines (the "Guidelines") have been created to provide a range of unique but complimentary architectural styles that together contribute to a unified community design. The Guidelines explain the architectural aesthetics, allowed styles and site considerations that are to guide the design and construction of all new single-family homes ~~and~~ townhomes, ~~and~~ home additions and future remodels within the Skye Area Plan, and in full compliance with the general standards and requirements of Lehi City. Illustrations and photos are included throughout the Guidelines to help convey the thoughts and concepts described in the document's text. These images are intended to express general design concepts and are not meant to impose specific plans or design solutions.

and civic proje

***These Guidelines are meant to serve as a replacement for Section 37.020 Multi-Family Residential Design Standards specifically for Single-Family and for Townhomes (not including apartments or condos) with the exception of the site design standards (Section 37.020 C) which remains the standard for the Skye Area Plan. Section 37.020 C.1 is also modified due to the steep topography of the Skye Area Plan as follows: The minimum requirement of 50% of the total townhomes that are required to be rear loaded is modified to be 20%.

For residential projects, the...

The architectural styles and characteristics found herein in the Guidelines shall be incorporated into all single-family and townhome design submittals in the Skye Area Plan. To this end, DR Horton will establish an Architectural Review Committee (ARC) to ensure that the design standards herein are adhered to and enforced. This ARC will replace city staff review of elevations. The ARC will be made up of a 3-member panel of DRH employees (or consultants). Upon completion of the development the HOA will review home modifications and landscape plans for existing residences according to the Codes Covenants and Restrictions (CC&Rs).

Please note that all other chapters and sections of the Lehi City Code, as well as Building Code standards, still apply and shall be followed unless specifically modified in this document. This includes all provisions of building review, landscape plans, setbacks, drainage, fire code, etc.

Insert this paragraph: The larger, western Civic property in the Skye Area shall be designated as "Civic 1", and the smaller, eastern property shall be designated as "Civic 2" (see Skye Area map). For projects on the "Civic 1" property, the Civic Design Guidelines contained herein replace Lehi Code Section 37.010 "Nonresidential Design Standards", and Lehi Code Section 12.110 "Outdoor Lighting Standards". The project(s) on the "Civic 2" property shall follow general Lehi codes, design standards, and procedures for review and approval.

RESIDENTIAL

1.3 HOW TO UNDERSTAND THE DESIGN GUIDELINES

The Guidelines are organized into the following chapters and Appendices:

residential

Introduction – Chapter 1 describes the goals and objectives for design within the community. A brief description of the allowed architectural styles (Craftsman, Prairie, Farmhouse, Modern, Transitional) for both single family homes and attached townhomes is also provided.

Community Vision & Character – Chapter 2 describes the overall vision for the Skye Area Plan and the design approach envisioned.

Architectural Design Guidelines – Chapter 3 provides Guidelines and standards for construction, remodeling, renovation, and/or alteration of any building improvements for single family homes and townhomes. This section includes standards on building massing, height, color, and exterior finish design for each of the allowed architectural styles. A description of appropriate architectural influences is included in the chapter.

Architectural Styles – Chapter 4 consists of an in-depth description of each of the architectural styles allowed at S e Area Plan, including the defining characteristics and exterior materials and colors typical of them. The styles, when utilized throughout the community, will create a complimentary palette of homes that will present a fresh, unified approach.

Appendices – The appendices include current and future additions of style designs and details to further assist owners and builders with understanding and implementing the S e Area Plan vision.

Add section:

1.4 HOW TO UNDERSTAND THE CIVIC DESIGN GUIDELINES

Design Standards -- Provides guidelines and standards for design of projects located on Civic properties.

Outdoor Lighting Standards -- Provides guidelines and standards for design of outdoor lighting for projects located on Civic properties.

2.0 Community Vision & Character

2.1 THE SKYE AREA PLAN VISION

The vision of the Skye Area Plan is to create a high quality, diverse community with a variety of established architectural styles to provide a fresh and unique blend of designs. This will in turn create a place that is visually appealing and unique in the area while offering residents a variety of complimentary home styles and types to choose from. The Skye Area Plan offers the opportunity to combine an amazing mountain foothill site with quality architecture and planning. The following principles are at the core of the design philosophy as part of the Skye Area Plan:

- Quality architecture and design
- Mix of established architectural styles and types
- Emphasis on simplified design and flexibility with design elements to create unique sense of place
- Traditional neighborhood structure
- Focus on style and creativity over codified specific requirements

2.2 DESIGN APPROACH

Design in the Skye Area Plan draws inspiration from a variety of architectural traditions, which when combined form a visually cohesive, unified community design standard. A diversity of complimentary ~~home types and~~ styles are combined to provide an appealing aesthetic and interesting vernacular architecture.

For residential projects, five...

design

Five established architectural types are permitted as part of the Skye Area Plan, each with its own set of recognized design elements and criteria. This will result in each street having its own unique mix of homes with its own architectural look and feel within the community, while also forming a cohesive architectural statement. The Guidelines are intended to offer some flexibility in interpretation of the architectural style options to allow for various design approaches.

The overall design aesthetic at the Skye Area Plan is a fresh and updated expression and interpretation of timeless architectural design and traditional neighborhood architecture.

RESIDENTIAL

2.3 KEY DEVELOPMENT & DESIGN PATTERNS

The Skye Area Plan incorporates a localized level of design and planning detail to ensure that each home is connected to the community fabric in a meaningful way. Homes and associated entries are oriented to the street, to parks or to open spaces whenever possible to invite outdoor living and foster relationships with neighbors. Front porches and courtyards are incorporated to invite outdoor living and conversation. The pedestrian experience and connection to area trails are important considerations to development and design.

All the architectural styles allowed under the Skye Area Plan offer design elements and features that foster this type of connection. These elements will be encouraged in all the traditional architectural styles as well as the more modern ones.

RESIDENTIAL

2.4 STYLE AND DETAILS

The architectural styles approved under the Skye Area Plan are listed in the following sections of these Guidelines. A strict and detailed interpretation of any individual style is not necessary, as long as the basic elements of design, massing and detailing are followed. Diversity of interpretation is encouraged to create an end result of a cohesive dynamic community that characterizes many interpretations of many styles.

Authentic architectural styles and details are encouraged under the Skye Area Plan. A diversity of styles, colors and materials is also encouraged, much as is seen in traditional towns and villages around the country.

Architectural Guidelines -- Residential

3 ~~Architectural Design Guidelines~~

3.1 PURPOSE

This section is intended to provide general design criteria and guidance for development of all single-family homes and townhomes at the Skye Plan Area, including how to interpret and utilize the five architectural design alternatives. The Guidelines are not meant to be overly restrictive, but to provide guidance in the design and implementation of a higher level of design quality and direction.

Although there are five (5) architectural design alternatives in the Skye Plan Area, the overall design approach is generally simple in form, regardless of the style. There are few overly complex roof structures, architectural features or excessive use of siding types or colors. New homes should be cohesive with existing homes in their simplicity, in order to maintain and enhance the look and feel of the neighborhood. Building form and massing should be authentic to the style and location, and sensitive with regard to scale.

Residential architecture within the Skye Area Plan should be centered on an authentic, integrated design approach. Residential design standards have been established that apply to all of the residential units without regard to their particular style. These standards, found in the following sections, carry across all architectural styles and help to foster the quality standard for which the project will be known.

3.2 OBJECTIVES

The Skye Area Plan design aesthetic is intended to be authentic and comprehensive, to create a unified mix of homes in the community. Single-family homes and townhomes will comprise a variety of one to two story dwellings, which should be integrated seamlessly into the neighborhood.

In general, the active living portions of the house or townhouse shall be pulled forward with articulated design elements so that they dominate and invigorate the street scene. Front entries and porches, terraces and main living areas shall be oriented to the street where possible.

A major objective is for the authentic styles of architecture to be emphasized that are compatible yet varied enough to create visual interest and diversity. An engaging and dynamic streetscape should be created through variation in architectural styles, floor plans, and elevation plotting.

Groupings or “pods” of same-style architecture are preferred when possible in order to create a more cohesive streetscape. However, no adjacent homes shall be the same floor plan or the same color scheme. Across the street, exact elevation groupings must be staggered by at least one (1) lot from the exact home elevation across the street.

Exterior color variation is encouraged across and within each architectural style, assuming the colors are appropriate to that particular style. Two homes carrying the same color scheme shall be separated by at least one home with different color schemes in order to provide variation along the street and to maintain individual distinction for each home. Each architectural style shall have five approved color schemes.

3.3 GENERAL BUILDING MASSING, FORM AND ORIENTATION

It is important that the massing of homes and townhomes in the Skye Area Plan be scaled in such a way that they relate to the relative size of the lots located there and harmonize with the area as much as possible.

The massing of homes and townhomes should be expressed simply and authentically in both mass and form. The building form, placement and architectural detailing greatly impact how a residential structure contributes to the perception of a quality, inviting neighborhood. Placement of homes should respect existing landforms and contour as much as possible with the existing slope and land massing.

The buildings must not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form provide diversity and visual interest. Massing should generally step down from a central roof form or massing element. Simple box massing shall be avoided. Long expanses of walls or roof ridgelines and large expanses of unbroken single or two-story facades are not permitted. Varying heights are encouraged.

3.4 MASSING FOR SINGLE-LEVEL AND TWO-STORY HOMES

As mentioned, varying heights of single and two-story homes should be utilized to create diversity and visual interest. Single story homes should utilize one or one and a half level massing depending on the architectural style to create a staggered height along the street. Elements such as shed roofs, dormers, roof gables and towers can provide such relief and emphasize a particular style at the same time. Façade breaks can also provide appropriate relief for single story massing.

With two-story homes, the form of the building should be seen as a series of interlocking masses rather than a multi-level box. Various design elements from each architectural style can provide such relief. Second story and higher massing shall be stepped down and recessed to improve the bulk of the massing and improve the street scene. Unbroken two-story façade faces shall be avoided on the front elevation of the home. The utilization of at least one of the following shall be incorporated to soften the massing or each home - porches and porch roofs, balconies, pop out features, dormers and/or other design elements.

NO CHANGES PROPOSED

3.5 FRONT FAÇADE/ENTRY SCALE, MASSING AND DESIGN

The front façade and entry elements are probably the most critical components of quality home design, as they provide the focal point to the home and help create the relationship with the street and surrounding properties. The entry should be human scaled and appropriate to the larger massing of the home as well as embrace the architectural style. Front entries should emphasize and reinforce the front porch and door area as single-story elements.

3.6 REAR/SIDE FAÇADE MASSING AND DESIGN

Rear and side elevations of homes and townhomes are visible from adjoining homes and streets and should be given ample attention and detailing in massing, design and detail. This is especially important with the exposed side elevation of homes on corner lots. Massing on sides and rear should be consistently proportioned with the rest of the home. Design elements of the selected architectural style shall be consistently applied whenever possible to create a cohesive design for the home. This style shall be expressed authentically around the perimeter, and materials and colors shall be consistently applied whenever possible. Corner-lot homes shall have the same material applications as the primary street façade for consistency across all streetscapes.

3.7 BUILDING HEIGHT

Building heights within the Skye Area Plan must comply with Lehi City Code and Building Code. In addition, the building height and expression should be consistent with the chosen architectural style of the home.

3.8 ROOF FORMS

The following roof types are permitted within the Skye Area Plan (depending on architectural style of home):

1. Partial hip roof
2. Gable roof
3. Full hip roof
4. Flat roof
5. Shed roof or Split shed roof

The following roof types are not permitted:

1. Conical roof
2. Mansard roof
3. Fake Mansard roof
4. Gambrel roof

Roof form and shape is important in terms of expressing the architectural style of the home and organizing the massing elements. The objective in determining roof shape is to enhance the style and establish a visual order to the home.

3.9 ROOF PITCH

Roof slopes at the Skye Plan Area should generally be between 2/12 and 8/12. Refer to each of the architectural styles for guidelines. Flat or shed roofs are appropriate on Modern style homes or as possible accent roof areas on other homes, depending on style.

3.10 ROOF SPAN

In general, long, unbroken roof spans are discouraged. Roof massing should enhance the style of the home. Roof variations on the front of the homes shall be permitted and suggested.

3.11 ROOF OVERHANGS

All of the approved architectural styles allow for roof overhangs. Roof overhangs protect walls and wall openings from rain and snow and contribute to a building's character.

Roof overhangs must be contained entirely within the property. The width of roof overhangs should be consistent with the architectural style of the single-family or multi-family home, and generally range between 6" and 24". Overhangs of up to 36" may be allowed if they are consistent with the architectural style of the home. (i.e. Prairie Style)

3.12 FASCIA WIDTH

Roof fascia, when utilized, must have a minimum width of 4" – 12". The incorporation of roof fascia must be consistent with the chosen architectural style of the home or townhome.

3.13 ROOF SURFACING MATERIALS

Roof surfacing materials are important as a means of articulating the architectural style of a home and of blending the new construction into the existing character of the area. Careful selection of these materials can help to relate the buildings to their surroundings.

From a functional standpoint, the choice of materials depends on the slope and assembly of the roof. The objective is to choose roof surfacing materials that help the building blend with its site and its climate conditions, and which are also functionally appropriate. All roofing surfacing materials should be non-reflective.

NO CHANGES PROPOSED

The following materials may be used as roof surfacing materials without coating or other finish:

- Asphalt
- Solar shingles
- Eco-shake
- Ceramic tiles (if appropriate to style)
- Architectural composition shingles
- Corten steel
- Copper
- Zinc
- “Green” roofs
- Steel
- Corrugated metal

Roof murals are not permitted. All roof flashing must be of a color harmonious with roof and/or upper wall surfacing. All types of barrel or “s” tiles, asphalt roll roofing, or reflective metal surfaces are prohibited.

3.14 ROOF APPURTENANCES

Roof appurtenances, such as dormers, clerestories, and skylights, can create interesting, pleasant interior spaces. Their location on the roof is critical to avoiding an over-decorated, visually confusing appearance.

Snow diverters and retainers may be necessary installations on roofs. They should be handled as an integral part of the roofscape. Rooftop access stairways, elevator shafts, vent shafts, mechanical equipment areas, antennae, etc., shall be confined within the roof and within roof dormers, and shall not protrude from the roof to form awkward-looking appurtenances. Cold roof ridge ventilators are permitted.

Skylights are allowed if they appear to be integral to roof structure; skylights may not be highly reflective and must be placed flush against the roof. They should not extend to the eave line. Bubble type sky lights or those that protrude from the roof are prohibited.

Chimney structures, if used, must be complimentary to and proportional with the massing, style and exterior materials of the home. Chimney caps should be in proper proportion with the chimney structure.

All pipe penetrations shall match the flashing or roofing.

NO CHANGES PROPOSED

3.15 MAIN ENTRY PORCHES AND FRONT DOORS

Main entries and front porches should be prominent and integrated into the architecture of the home as a primary focal point. Porches should be covered with support posts, columns and railings that match the design of the home. Wrap-around porches are encouraged on corner lots. If possible, porches should be deep and wide enough for the placement of chairs to create a gathering spot for conversing with neighbors. Porch width should be proportional to the width of the front of the home.

The front door and entry should be oriented to the street and front sidewalk whenever possible, but side entry front doors are also allowed. The door should be made of quality materials and be designed to complement the architectural design of the home.

3.16 GARAGES AND GARAGE DOORS

Garages should be set back if possible and secondary to the front entry area of the home. The visual impact of garage massing should be minimized from the front view as much as possible. Garage size and capacity should be proportional to the size of the lot and should not dominate the front elevation of the home.

Garage doors should be comprised of quality wood or metal, and should complement the design, exterior materials, and colors found on the home. The door should be appropriate to the architectural style of the home. Architecturally appropriate windows are encouraged to be incorporated in garage doors to provide natural light and visual interest.

3.17 WINDOWS

Windows should be appropriately scaled to the massing and architectural style of the home. They should be recessed when possible and encourage natural light and ventilation. Windows should be generally of the same style and pattern and not appear to be placed randomly.

Windows may be quality constructed of wood, wood clad with color-fast vinyl, aluminum, or fiberglass. Metal or metal-covered windows are permitted if coated with an approved finish. All-vinyl windows are also permitted.

Windows should generally be rectangular or square in shape. Angular windows that follow the slope of the roof are also allowed subject to the architectural style of the home. Circular, triangular, elliptical, round, and “fishbowl” windows are not permitted.

NO CHANGES PROPOSED

3.18 EXTERIOR MATERIALS

A critical component of articulated architectural design is the selection of appropriate exterior materials. The exterior materials of a home should be cohesive and highlight the architectural style. Design, textures, and materials should be visually appealing and complimentary. Corner-lot homes shall have the same material applications as the primary street façade for consistency across all streetscapes. This includes lots backing and facing major roads and open spaces.

Exterior siding elements should incorporate quality materials and a variety of complimentary colors and accents consistent with the architectural style of the home. Exterior material transitions should occur at inside corners or appropriate massing breaks rather than at outside corners. With the exception of corner lots, façade materials shall wrap a minimum of 2' on side elevations. Exterior columns and supports should appear to be visually proportional to the roof features they are supporting.

Acceptable exterior material wall finishes are shown in the sections below. Prohibited exterior materials include the following: plastic or vinyl siding, concrete block, plywood siding, aluminum siding, lava rock, asphalt siding, and slumpbloc weeping mortar.

3.19 PRIMARY WALL FINISHES

The exterior wall materials should convey a sense of scale and harmony with the selected architectural style.

Approved materials include:

- Wood siding or wood shingles
- Stone
- Stucco
- Brick, new or used
- Synthetic stone
- Corrugated steel
- Plate steel
- Concrete or composite siding
- Adobe

3.20 ACCENT/SECONDARY WALL MATERIALS

Secondary or accent materials can be used to enhance the appearance of the home and help strengthen the architectural design. Accent materials should be cohesive with the primary wall materials and other design elements of the home design.

Accent materials should be used to enhance the architectural style of the home. Accents used will vary as the architectural styles all have different identifying features (as described in the previous section). The colors and finishes of accent materials should be consistent with other exterior materials.

Approved secondary materials include:

- Wood siding or wood shingles
- Stone
- Stucco
- Brick, new or used
- Synthetic stone
- Corrugated steel
- Plate steel
- Concrete or composite siding
- Adobe

3.21 NUMBER OF WALL MATERIALS

Changes in wall material can lend visual interest to a building; too many changes can make the wall visually discordant. The objective is to create walls that are interesting, but not in competition with their surroundings.

Individual walls can be surfaced with two or three (3) different materials, depending on the architectural style of the home. Some architectural styles, such as Modern, may utilize only two exterior materials, while others such as Craftsman should incorporate three.

3.22 COLOR PALETTE

In general, exterior colors should be appropriate for the architectural style of the home and enhance the related design features. For exterior colors, the predominant tone should be toward hues that are not overly bright or flashy, regardless of the style. This will help the home to contrast yet be complimentary with the other homes on the street.

Slightly brighter tones may be utilized on select architectural elements such as front doors but should still be complimentary with the main exterior home colors. Entry door colors shall be approved by the Architectural Review Committee.

3.23 BALCONIES AND DECKS

Balcony and deck designs should be simple and consistent with the architectural style of the home. Balconies and decks should be integrated into the massing of the home and not appear as if they were added on later.

The use of long vertical or horizontal bands of balcony space are discouraged. Balconies should be proportional to the front façade of the home and enhance, not detract, from the main entry area.

NO CHANGES PROPOSED

Deck columns and railings should also match the design of the home. Designs such as Cottage or Craftsman should have more traditional railings, while Modern could incorporate more modern railings such as cable. Columns should in general be proportional to the roof areas they are supporting. Deck materials should generally consist of wood and/or composite.

Exterior staircases should incorporate materials and finishes that match those on the home. Staircases must be contained within building pads and outside setback areas.

3.24 GUTTERS AND DOWNSPOUTS

Gutters and downspouts, where utilized, shall be integrated into the design of the home as a continuous architectural element. They should not be visually intrusive to the overall design aesthetic of the home.

Gutters and downspouts should be comprised of metal or aluminum and match the exterior color scheme of the home. Plastic gutters and downspouts are not allowed.

3.25 CHIMNEYS AND VENTS

When utilized, exterior chimney elements must be proportional and consistent with the architectural style of the home and with approved exterior materials and colors. “False” chimneys used for ventilation must be consistent with real chimneys in look and proportions.

Chimney and roof vents must be painted to blend in. Reflective and shiny metal finishes may not be used and shall meet the requirements of section 3.14.

3.26 EXTERIOR LIGHTING

Exterior light fixtures should be appropriate to the architectural style of the home and enhance the overall design. Light fixtures should be limited to what is needed for safety and security but not be excessively distributed.

Exterior light fixtures are encouraged to be night sky-friendly, with light sources shielded from direct view and directionally pointed downward. Such compliant fixtures are readily available in all of the architectural styles offered in the Skye Area Plan.

NO CHANGES PROPOSED

3.27 RESIDENTIAL ADDRESS NUMBERS

Each residence should maintain address identification numerals in plain view on the front elevation of the home. Numbers should be proportionally appropriate to the massing of the front entry area of the home as well as the architectural style.

Address identification should not be placed on freestanding signs or markers, nor painted on curbs. The numbers should be mounted near the front entry where they can be seen from the street and shall meet the IRC R319.1 requirements.

4 Architectural Styles -- Residential

The five architectural styles allowed under the Skye Area Plan will together create a community that is visually varied but cohesive, with buildings that complement one another but still have individual expression. This mix of styles builds on the history and long-term success of traditional neighborhoods in town planning, forming a desirable community that will continue to remain relevant. Each style is encouraged to incorporate a simplified design without overly expressed forms, colors and details. The style of the home will determine the architectural expression utilized, including roof pitch, window size and shape, and other architectural detailing.

Allowed architectural styles for Skye Area Plan single-family homes and multi-family housing include the following:

- Farmhouse
- Craftsman
- Prairie (n/a for multi-family)
- Transitional
- Modern

Owners and Builders are encouraged to utilize a mix of styles and variety of plans and elevations. Multi-family buildings to be a single style per building. Groupings or “pods” of same style architecture to be used throughout the community where possible in order to create a more cohesive streetscape. While architectural styles can be grouped, specific plans and elevations shall be varied in order to avoid repetitive homes adjacent to or across the street from one another.

NO CHANGES PROPOSED

4.1 FARMHOUSE

Background and Characteristics

Known for warmth, invitational draw and traditional design, the farmhouse-style has been popular for a very long time. The roots of farmhouse architecture have humble beginnings in the modest rural houses built by American pioneers throughout the 1700s and 1800s. Farmhouse-style homes were traditionally simple and one to two story in form, which made additions on the sides or back quite easy for growing families. The style usually features a front porch that connects the inside to out.

The modern take on this design is slightly stepped up from tradition, with clean contemporary lines and simplistic features. The front porch is still integral to the design. Vaulted ceilings and larger windows are now common to the style.



NO CHANGES PROPOSED

Main Elements of Farmhouse Style design shall include the following:

- Simple forms without excessive ornamentation
- 1 to 2 stories with steeper pitched roofs
- Forward facing gable roof with side wings that are shed, gabled or hip forms
- Large covered front porch with lower slope (2:12 – 4:12), sometimes wrap around; entry and porch oriented to the street
- Simple siding types, usually horizontal/clapboard siding, stucco or vertical board and batten
- Windows are generally vertically oriented single or double-hung windows; bay windows are also utilized; windows centered are common
- Simple square posts/columns and railings (see standard Farmhouse column design)
- Traditional Farmhouse exterior color palette should be single color with additional trim color is common. Although main color and trim can be the same in certain instances. Colors and trim schemes will be submitted and approved by the ARC.
- Typical main roof pitches shall be 6:12 to 12:12 slopes

*Architectural Review Committee shall review variances on a case-by-case basis.

NO CHANGES PROPOSED

4.2 CRAFTSMAN

Background and Characteristics

The American Craftsman style developed out the British Arts and Crafts movement, which dates back to the 1860s during the industrial revolution. This movement included not only architectural design, but interior design, landscape design, applied arts and decorative arts. The Craftsman architectural style was most widely used in small to medium sized Southern California single-family homes from about 1905, so the smaller-scale Craftsman style became known alternately as “California bungalow”. The style spread throughout the country and remained popular into the 1930s and has seen a recent revival.

Craftsman style is known for traditional simplicity, the use of natural materials, and moderate detailing. The style incorporates a visibly sturdy structure of clean lines and a prominent front porch with tapered columns. The roof has a shallow to mid-level pitch on a 1 ½ to 2 story home. Exterior materials include brick and hand-crafted wood, or stonework are common.



NO CHANGES PROPOSED

Main Elements of Craftsman style design shall include the following:

- Thicker, accentuated base with thick tapered columns supporting front porch (see standard Craftsman style columns)
- Gabled roofs incorporating dormers and/or deep overhangs (2’ minimum)
- Asymmetrical massing with horizontal proportions
- Expressive but simplified elements such as exposed rafters, knee braces, brackets and tapered columns (see standard Craftsman style columns)
- Double hung windows are common, larger horizontal windows utilized in front
- Stucco, stone, brick and shingles are common exterior materials, usually n t all used together (limit palette to a single masonry and up to two “siding” materials)
- Single, rectilinear entry door is common
- Traditional Craftsman colors are appropriate. Colors and trim schemes will be submitted and approved by the ARC.
- Typical main roof pitches shall be 4:12 to 8:12 slopes

*Architectural Review Committee shall review variances on a case-by-case basis.

NO CHANGES PROPOSED

4.3 PRAIRIE

Background and Characteristics

The Prairie style emerged in Chicago around 1900 from the work of a group of young architects, including Frank Lloyd Wright, and was inspired to evoke the native prairie landscape. The architects melded the ideals of the Arts and Crafts movement, with its emphasis on nature, craftsmanship and simplicity, and the work and writings of architect Louis Sullivan.

This style is defined by a strong horizontal orientation, hip roofs, well-defined front porches and simple detailing found in simple horizontal banding and Arts & Crafts-style divided light windows.



NO CHANGES PROPOSED

Main Elements of Prairie style design shall include the following:

- One or two-story with strong horizontal orientation and banding, usually below windows
- One-story projections off of two-story center is common
- Lower-pitched roof, usually hip form, broad, overhanging eaves (2’ min. but as much as 3’)
- Wide, prominent front porches are common
- Ribbons of windows emphasize horizontality of overall design
- Entry door and porch integrated into design, thick square columns (see standard Prairie style column design)
- Windows done in horizontal groupings in divided light form; sometimes wrap around corners
- Brick, stucco or siding (horizontal only) exterior, railings can be masonry walls
- Simple, less bright earth-tone colors are best. Colors and trim schemes will be submitted and approved by the ARC.
- Typical main roof pitches shall be 3:12 to 6:12 slopes

*Architectural Review Committee shall review variances on a case-by-case basis.

NO CHANGES PROPOSED

4.4 TRANSITIONAL

Background and Characteristics

Transitional architectural style is a blending of Traditional style with more contemporary or modern design styles. The combined styles create a cohesive feeling that facilitates modern living.

Transitional homes are classic with a contemporary twist. They combine elements of both traditional and modern styles to create a seamless balance between both worlds. The result is an elegantly enduring design that boasts comfort, clean lines, and a strong presence. Traditional style is updated with simplified elements, clean lines, larger windows, and an inviting overall look and feel.



NO CHANGES PROPOSED

Main Elements of Transitional style design shall include the following:

- Elements of multiple styles, traditional mixed with contemporary
- Clean lines and minimalistic approach
- Oversized, often asymmetrical window arrangements
- Gables roofs for primary and upper stories, and hip or flat roofs for lower and secondary elements are typical
- Masonry bases with siding and/or stucco at upper masses
- Porch posts can be steel, stucco, wood or have stone clad bases
- Wide variety of colors possible, from traditional to lighter and brighter, but higher contrast color schemes are common. Colors and trim schemes will be submitted and approved by the ARC.
- Typical main roof pitches shall be flat roof to 12:12 slopes
- Large gable faces to be accented with “slit” style gable vents

*Architectural Review Committee shall review variances on a case-by-case basis.

NO CHANGES PROPOSED

4.5 MODERN

Background and Characteristics

Modern architecture (or Contemporary architecture) evolved from the early Arts and Crafts movement and later the Prairie home movement and progressed over time along with improvement in contemporary building techniques. It has been around for most of the last century and responded and adapted to the progress of modern technology.

Modern homes are designed with simple, clean lines, open spaces with large windows, and a strong connection between indoors and outdoors. Ornamentation is limited, letting the form and function of the structure stand out. Natural light and simple, natural exterior materials are emphasized. Roof forms are simplified as well, with flat or gently sloped roofs incorporated in the minimalist design.



NO CHANGES PROPOSED

Main Elements of Modern style design shall include the following:

- Emphasis on indoor/outdoor living and functional living spaces
- Simple clean lines and massing of home
- Roof forms are flat, shed, or simple gable in form (no hip roofs)
- Large windows (no mullions or divided lights) offer connection to outdoors and bring in natural light; corner windows are common as are asymmetrical ones
- Porch columns have focus on structure and lightness, such as steel, wood or siding
- Stucco, masonry, or siding (typically horizontal) exterior palette shall be used
- Lighter, brighter home colors with higher contrasting schemes shall be used. Colors and trim schemes will be submitted and approved by the ARC.
- One masonry and two exterior siding and/or stucco materials are appropriate
- Typical main roof pitches shall be flat roof to 6:12 slopes

*Architectural Review Committee shall review variances on a case-by-case basis.

5 Appendices -- Residential

5.1 DEFINITIONS

The terms defined herein shall have meanings as defined below, as set forth in the Design Guidelines for the Skye Area Plan:

1. Architect: A licensed Architect or Designer engaged by an Owner to provide professional architectural services
2. Association: The Skye Area Plan Homeowners Association.
3. City: City of Lehi, Utah.
4. Contractor(s): An Owner's licensed and insured general contractor or builder (including any and all of such Contractor's personnel, subcontractors, agents, suppliers, and other Person working in conjunction with the construction of improvements on Owner's lot.)
5. Developer: The DR Horton development team, their successors, and assigns, also referred to in the governing documents as the "Declarant" for the Project.
6. Landscape Architect: A licensed Landscape Architect engaged by an Owner to provide professional landscape design services for a home or building project.
7. Plans: Any and all site plans, floor plans, elevations, drawings, specifications, models, photos and/or other items submitted.
8. Project: All subject areas included in the Skye Area Plan community.
9. Site: The specific Lot or parcel of real property within the Project.
10. Survey: A technical, topographical study of a Site by a Licensed Surveyor required as part of the home design process.

NO CHANGES PROPOSED

Residential Fencing Design Standards – Skye Area Plan

1. Prior to installation all fences must be approved by the ARC.
2. All fences, walls and hedges shall not exceed six (6) feet in height, unless special exception permit is authorized by both the ARC and Lehi City.
3. Fences, walls or hedges located on the front property line, or which are located within fifteen (15) of a front property line, or located on a side yard property line adjacent to a street, shall not exceed forty-eight (48) inches in height as measured from the adjacent sidewalk or finished grade.
4. Chain link, barbwire and other similar type fences are not allowed.
5. Clear View Area at Street Intersections. In all residential districts no obstruction to public or private street views in excess of three (3) feet in height above the finished road grade shall be placed on any corner lot within a triangular area formed by the streets at the property lines and line connecting them at points 35 ft. from the intersection of the street right-of-way lines.
6. Side yard fences shall be set back a minimum of two (2) feet from the front facade of the house.
7. Fences along trail corridors and adjacent to open space are encouraged. Fencing located on property in the TMB shall not be subject to the residential fencing requirements in these Guidelines. Such fencing is not required to be reviewed or approved by the ARC.
8. Front yards on rear loaded homes may have fencing that is less than 3 ft. in height along the front and side-yard property lines. Privacy fences up to 6’ in height are permitted on the side yard property lines starting 2’ behind the front façade of the homes.
9. Developer reserves right to modify fencing requirements with approval of Lehi City Staff/reviewing departments.
10. Lehi City storage and pumping facilities may have black vinyl coated chain link fences with barbed wire.

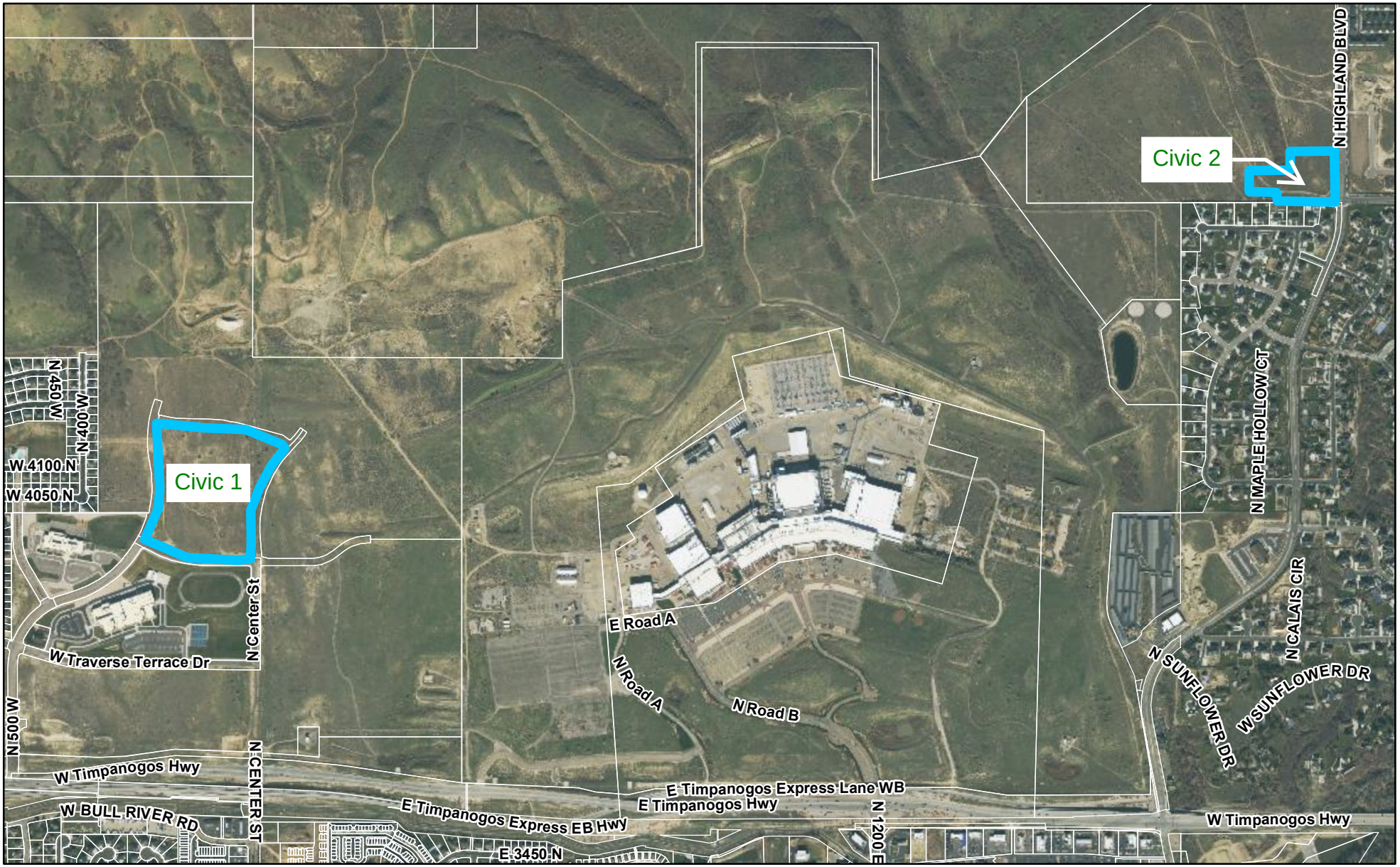
Skye Area Plan Parking Requirements

- Single-Family Dwelling - 2 stalls per dwelling unit (not in tandem configuration) to be within a fully enclosed garage.
- Two-Family Dwelling - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage). 1 stall per unit to be within a fully enclosed garage.
- Three-Family Dwelling - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage). 1 stall per unit to be within a fully enclosed garage.
- Four-Family Dwelling - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage). 1 stall per unit to be within a fully enclosed garage.
- Townhouses - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage) + 1 guest parking space per 3 dwelling units. 1 space per unit to be within a fully enclosed garage or underground parking structure.
- Multi-Family Dwellings with one bedroom or less (>4 dwelling units) - 1 stall per dwelling unit + 1 guest parking stall per 3 dwelling units. 1 stall per unit to be within a fully enclosed garage or parking structure.
- Multi-Family Dwellings with two or more Bedrooms (>4 dwelling units) - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage) + 1 guest parking stall per 3 dwelling units. 1 stall per unit must be within an enclosed garage or parking structure.
- Condominiums - 2 stalls per dwelling unit (not in tandem configuration, unless one of the parking stalls is inside a fully enclosed garage) + 1 guest parking space per 3 dwelling units. 1 space per unit to be within a fully enclosed garage or parking structure.
- All product types - Street parking can count towards guest parking stalls.

Add Design Standards (attached), and Outdoor Lighting Standards (attached).

Skye Area Plan Amendment- Civic Design Standards

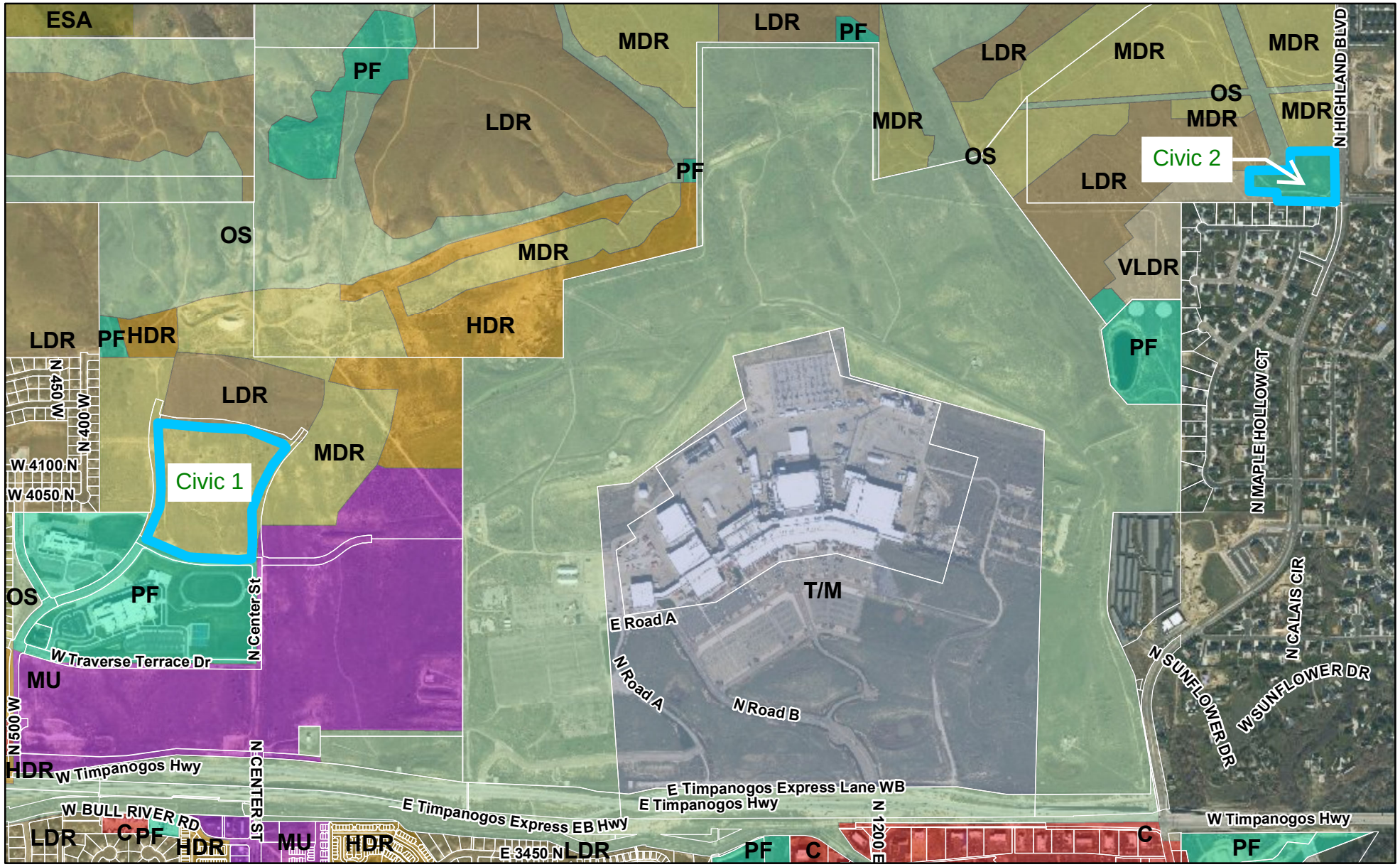
Aerial



LEHI CITY

Skye Area Plan Amendment- Civic Design Standards

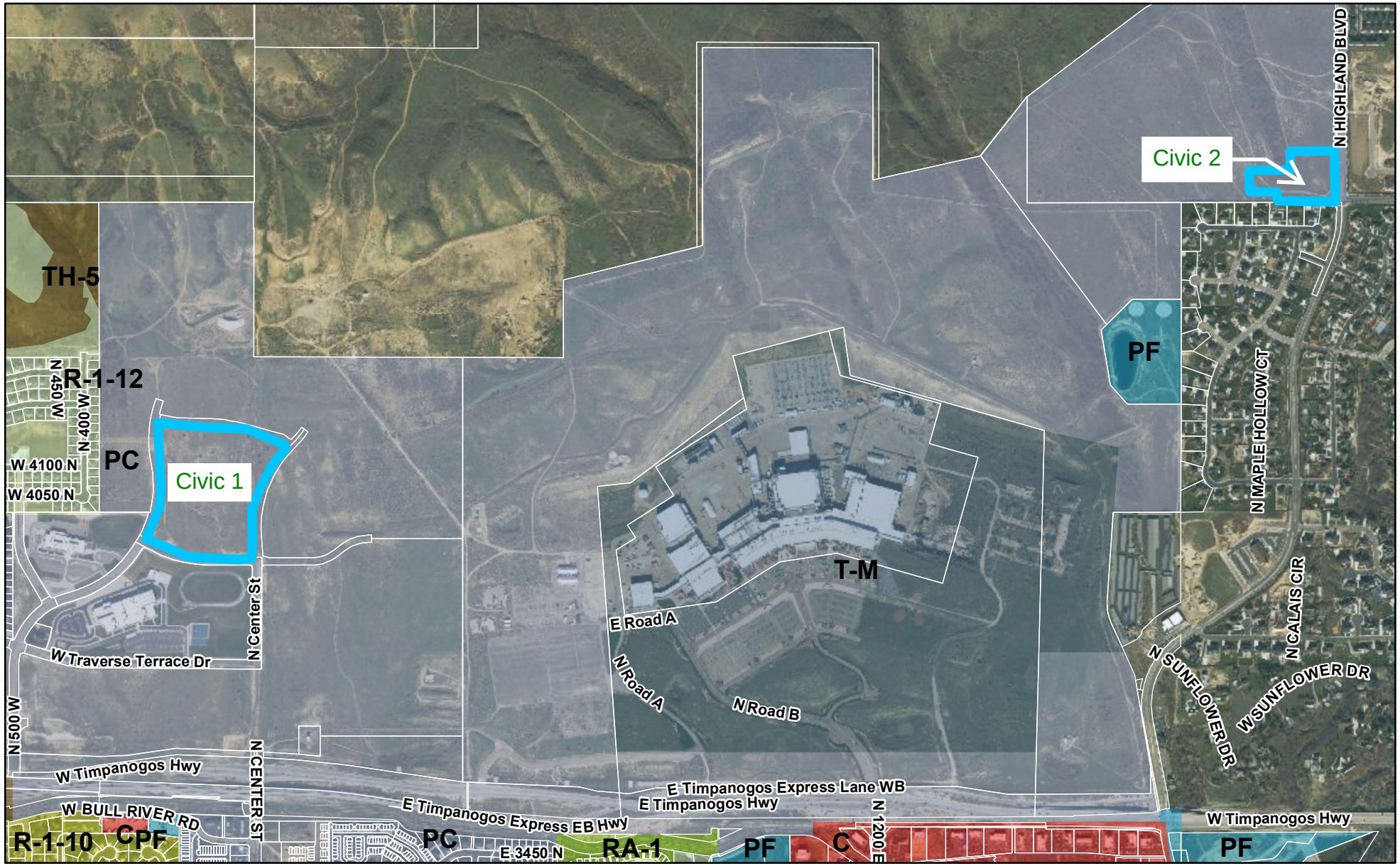
General Plan



LEHI CITY

Skye Area Plan Amendment- Civic Design Standards

Zoning



0 1,400 2,800 Feet

LEHI CITY



Revise as shown below. Include in SKYE Area Plan as "DESIGN GUIDELINES - CIVIC". Replace Lehi Section 37.010 in its entirety.

Note: Only two Civic property exist within the SKYE Area Plan and both are intended as Church or Temple properties. Therefore, these revised standards have no effect on Lehi generally.

Figure 116. The park strip uses mulch, boulders, and shrubs for landscaping to reduce irrigation overspray that would come with sod.

3. A minimum of 30 trees per acre based on the total project acreage shall be provided in open space areas to contribute towards an urban forest.

4. Landscaping shall be maintained in good condition according to the approved landscape plan. Typical maintenance shall include mowing of grass, removing weeds, and replacing dead plants.

BEGINNING OF SECTION

7. ~~General Nonresidential Design Standards:~~ DESIGN GUIDELINES - CIVIC

a. Purpose and vision:

These design guidelines are intended for the CIVIC properties within the SKYE Area Plan. Development on these properties should be appropriate in character to existing and future uses within the SKYE Area Plan.

The nonresidential areas of Lehi are intended to prioritize aesthetics and walkability which contribute to the long-term sustainability of the city. These standards shall apply to all nonresidential developments in the city that are not otherwise located within a designated design standards district. While these areas are not included as part a specific design standard district, new development should build upon an appropriate character for the area based on the existing and future land use types as depicted in the General Plan.

b. Architectural standards: for small and large civic buildings unless noted otherwise.

Civic buildings shall be classified as small (under 40,000 total SF), or large (40,000 or more total SF).

i. Street facades:

may include

or door systems that include glass

1. The facade facing the main ~~street~~ street frontage shall include ~~large clear glass~~ windows on the level and smaller windows ~~may be allowed~~ on the upper floors. ~~Opaque, heavily tinted, or reflective glass is inappropriate at the street level, and shall not be used on the first floor of a building facing the street (see Figure 117). When glass is tinted, it shall allow for a minimum 60 percent light to pass through the window into the building~~.



Figure 117. The first floor facing the street includes large clear glass windows.

Glazed window and door openings shall be sized appropriately for the scale of the building and shall be located near building entries.

2. ~~A minimum of 20 percent of the facade area on the first floor facing the street shall consist of glass. Where a building is located on a corner lot of two local streets, a minimum of 20 percent of each facade on the first floor shall consist of glass.~~

ii. Architectural features:

1. Buildings shall have hierarchal massing at building entrances. Building entrances shall include at least one the following features:

   a. roof tower feature;

   b. pitched roof feature;

   c. parapet extensions; and

   d. articulations in the façade.

2. The hierarchal architectural features around building entrances shall also include at least two of the following features:

   a. differing exterior material types;

   b. awnings or canopies;

   c. decorative lighting; and

   d. increased amount of glass such as side or transom windows.

3. Buildings with multiple entrances shall have at least two separate hierarchal features to distinguish entrance locations (see Figure 118).

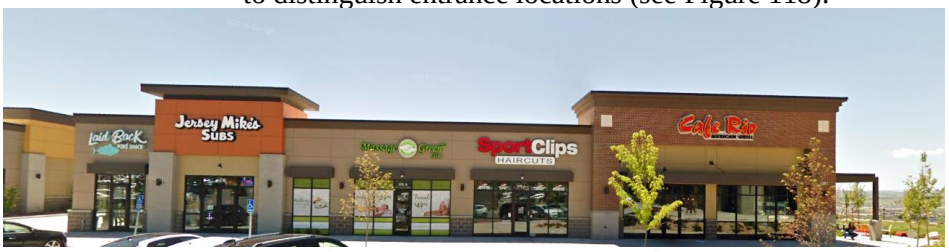


Figure 118. Two hierarchal building features are included on this building for separate entrances.

4. ~~Each building facade shall include at least three of the following features:~~

   ~~a. columns or pilasters;~~

   ~~b. decorative cornice;~~

   ~~c. awnings or canopies;~~

   ~~d. covered walkways;~~

   ~~e. decorative lighting;~~

f. string course of differing color or material;

g. wainscot of a minimum 30 inches in height except for under windows; and

h. other comparable architectural features as approved by the Zoning Administrator or Planning Commission.

iii. Setbacks:

1. Buildings shall provide a sufficient setback to allow for a public utility easement to be placed along the frontage of the property. Public utility easements may be placed along the back side of a proposed building as approved by the Reviewing Departments. No permanent structures shall be allowed within the public utility easement. Additional setbacks from public utility easements may be required by the Reviewing Departments to ensure proper clearances are met from building footings to utility lines.

2. A maximum setback of 50 feet shall be allowed from a building to a city street for all uses unless otherwise allowed in Section 37.010.B.5.c.2 and Section 37.010.B.5.c.3.

3. The maximum setback may be increased to accommodate existing mainline utilities, grade changes over 20 percent, existing buildings, or other hardship that is not self-imposed to the property.

4. A minimum setback of 30 feet shall be required from a building, necessary drive aisles for loading docks, and drive-thrus to the property line of the 2100 North, Pioneer Crossing, I-15, and SR-92 corridors.

iv. Massing:

1. Buildings shall be designed with articulations in each facade. Facade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area. Box-like or single, monolithic forms that are not relieved by variations in massing or articulation shall not be allowed (see Figures 119 and 120).

2. Buildings shall be designed with roofline variations in each facade over 50 feet in width (see Figures 119 and 120).

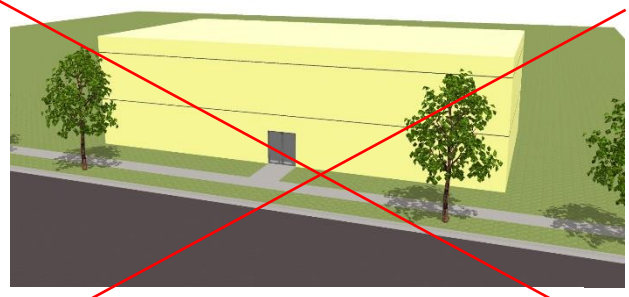


Figure 119 – Inappropriate example of a building with no articulations or roof line variations.

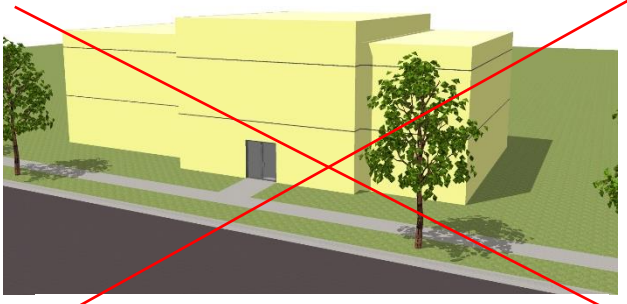


Figure 120 – Appropriate example of a building including facade articulations and roof line variations.

3. ~~Buildings adjacent to residential areas shall reduce the perceived scale of the building through breaking up buildings into smaller individual buildings, setback upper floors, dividing building mass into smaller scale components, or a significant change in the wall plane (see Figures 121 and 122).~~

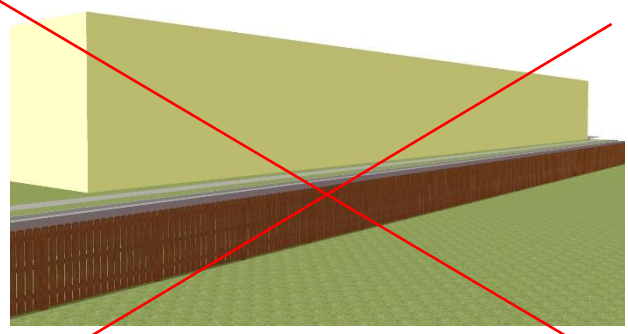


Figure 121 – Inappropriate example of a long unbroken wall plane adjacent to a residential area.

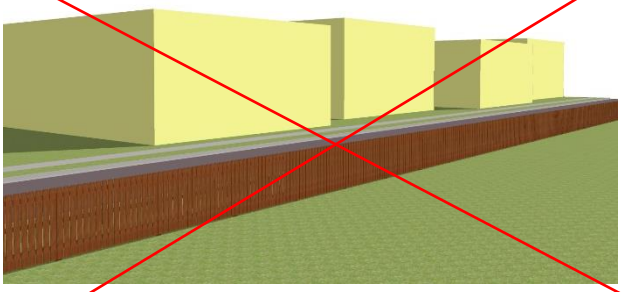


Figure 122 – Appropriate example of a broken wall plane adjacent to a residential area.

v. Building entrances: DELETE ENTIRE SECTION

1. Public entrances shall be developed on all new buildings to face the adjacent street (see Figure 123). Building entrances may be allowed on a side of the building closest to the street if an unobstructed sidewalk connection is provided from the building entrance to the street sidewalk.



Figure 123. Retail building provides public building entrances facing the public sidewalk.

2. Buildings located on a street corner shall either provide a corner entrance or provide two individual entrances facing each street (see Figure 124 and 125).

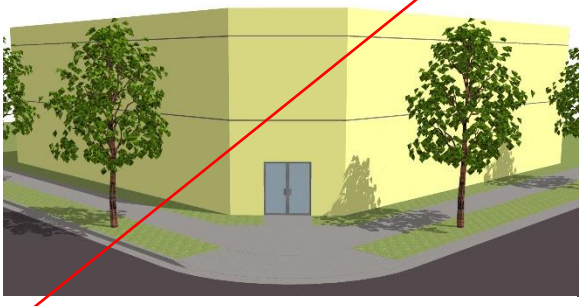


Figure 124 – Entrance addressing the corner.

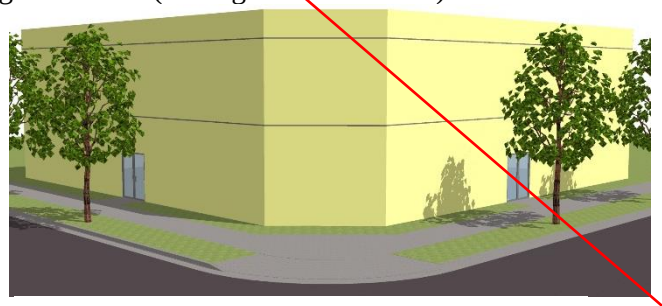


Figure 125 – Two entrances addressing each street frontage.

vi. Building materials:

1. Brick, stone, split face CMU, tilt-up concrete, architectural grade metal (see Figures 126 and 127), fiber cement, and wood may be used for exterior materials.



Figure 126 – The metal used on this building is of a high grade and provides an architectural quality to the building.



Figure 127 – Metal used is an industrial grade and has the appearance of standing seam metal which detracts from the architectural quality of the building.

2. Stucco and EIFS may be used up to 40 percent of each wall area excluding windows and doors as a secondary material only. Stucco and EIFS shall not be used on hierarchal architectural features, pop-outs in a facade, or for wainscots, but shall be allowed on recessed wall areas, walls between entrances, and between hierarchal architectural features (see Figure 128).



Figure 128. Stucco is only applied to recessed and secondary wall areas, and the hierarchal features use brick and rock.

vii. Screening:

1. Mechanical and utility equipment shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building whether located on the ground or the roof, and may include such treatments as balustrades, parapet walls, or landscaping. Screening materials shall be compatible with those of the building.

2. Where mechanical and utility equipment are located along a street frontage, they shall ~~not~~ be located ~~between the building and street~~ to ~~improve aesthetics and~~ provide clearance required from oil-filled transformers to combustible materials. Utility equipment shall be located ~~to the sides or rear of a proposed building~~ as approved by the appropriate utility company ~~(see Figures 129 and 130).~~ New utility equipment shall not be placed in a location that impedes a sidewalk or requires a sidewalk to

or trail,

maneuver around the equipment. Sidewalks may need to maneuver around existing utility equipment if it is impracticable to relocate.

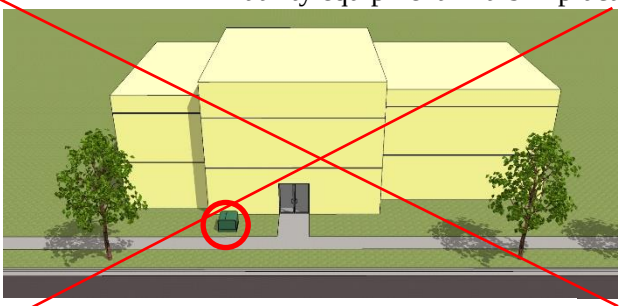


Figure 129 – Inappropriate example of a utility box being placed in front of the building.



Figure 130 – Appropriate example of a utility box being placed to the side of a building.

c. Site design standards:

i. Building orientation: DELETE ENTIRE SECTION

1. Buildings shall be oriented toward the adjacent public or private street with no off-street parking or drive aisles located between the building and street sidewalk (see Figure 131).

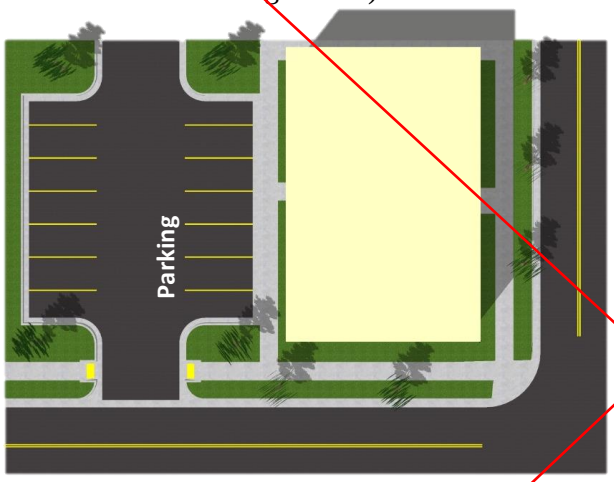


Figure 131. Parking area is located behind the building with an entrance facing and connecting to the public sidewalk.

2. Buildings located on corner lots shall be oriented to both streets with no parking located between the building and the sidewalk of either street.

3. Buildings on properties with more than two street frontages shall be placed on the corner most conducive to pedestrian travel. An area with a higher expected rate of pedestrian traffic could be toward a transit stop or across the street from a complimentary use such as an office building across the street from a restaurant.

4. Buildings located on landlocked parcels without any street frontage shall place the building in the location most convenient for pedestrian access to the nearest street.

5. Parking may be located between the building and street for ~~institutional or public~~ civic uses ~~that require access on all sides of a building~~. ~~For the purposes of this section, institutional and public uses include only the following uses:~~

   a. hospitals;

   b. fire stations;

   c. utility buildings and structures;

   d. transit stations;

   e. parks; and

   f. public schools.

6. Uses that are industrial in nature shall be oriented toward the public street with an allowed maximum of one parking module which includes a single drive aisle with a row of parking on each side. This standard applies only for the following uses:

   a. cabinet and woodworking shop;

   b. manufacturing uses;

   c. office/warehouse;

   d. recycling/collection center;

   e. storage units;

   f. warehousing and wholesale distribution; and

   g. welding shop.

ii. Off-street parking:

1. ~~Parking areas shall be located to the rear and sides of buildings located along public streets.~~

2. Where possible, shared parking agreements shall be utilized to reduce the overall amount of off-street parking provided for multiple uses.

3. ~~It is encouraged that parking areas be constructed of a pervious hard surface material.~~

Add item: Bicycle parking stalls for small civic buildings shall be 2.5% of the occupancy of the main assembly area, and for large civic buildings shall be 1% of the occupancy of the main assembly area.

iii. Pedestrian circulation:

1. Sidewalk connections shall interconnect the building entrance, public and private street sidewalks, parking areas, master planned trails, and adjacent properties.

2. Sidewalks shall be a minimum five feet in width and may be constructed of concrete, asphalt, brick pavers, or other material as approved by the City Engineer.

Note: Based on current design, meetinghouse = 22 bike stalls, temple = 14 bike stalls

3. Pedestrian walkways shall include ramps and crosswalks where they cross streets, internal roads, drive aisles, and parking areas. Crosswalks shall be painted or delineated with brick pavers, stamped and colored asphalt, or stamped and colored concrete (see Figure 132).



Figure 132. Allowed pedestrian crossing treatments are each represented in this figure. Pedestrian crossings include curb cuts and pathways through landscaped areas.

4. Raised central median strips, bulb-outs and other traffic calming elements may be required by the City Engineer based on recommendations from a licensed traffic engineer.

d. Landscaping standards:

Replace with: These standards shall apply to sites for both large and small civic buildings.

~~i. Water-wise landscaping:~~

~~1. Each site shall provide a minimum 50 percent water-wise landscaping.~~

~~2. Sod shall not be used within park strip areas and shall only be used as accents within larger landscaped areas on a site (see Figure 133).~~

Replace items 1 and 2 with:
Site landscape design shall promote water efficient landscape through at least five of the following methods:
1. Lawn areas shall be a maximum of 35% of the total landscape area (normal sites are 50-75% lawn).
2. No lawn in park strips less than 8' wide.
3. Lawn areas shall utilize water reducing technology products including:
   a.Pressure regulating nozzles.
   b.SAM (seal-a-matic) heads for low head drainage.
   c.Cycle and soak controller management to reduce runoff on sloped lawn areas.
4. Smart Water Technology control system (smart controller with local weather data driving the watering and rain shut-off device).
5. Hydro-zone plants for sun/shade and slope.
6. Drip irrigation for all plantings (trees, shrubs, and ornamental grasses).
7. At least 20% of trees, shrubs, and ornamental grasses shall be water-wise.

10

3. A minimum of ~~30~~ trees per acre based on the total project acreage shall be provided in open space areas to contribute towards an urban forest.

Add Item: Intermediate landscape islands and peninsulas within rows of parking shall not be required.

4. Landscaping shall be maintained in good condition according to the approved landscape plan. Typical maintenance shall include mowing of grass, removing weeds, and replacing dead plants.

END OF SECTION

~~8. Exceptions:~~

~~Exceptions to Section 37.010 may be approved by the Planning Commission provided the following:~~

in all cases be on the same lot as the use they are intended to serve. In no case shall required loading and unloading spaces be part of the area used to satisfy the parking requirement.

C. Collective Action Relative to Loading and Unloading. This Code shall not be construed to prevent the joint use of loading and unloading spaces for two or more buildings or uses if the total of such spaces when used together is not less than the sum of the spaces required for the various individual buildings or uses computed separately.

D. Mixed Uses. In the case of mixed uses, the required loading and unloading spaces shall be the sum of the required loading and unloading spaces for the various uses computed separately, and such spaces for one use shall not be considered as providing required loading and unloading for any other use.

BEGINNING OF SECTION

Section 12.110 Outdoor Lighting Standards

A. Purpose. The purpose of this Chapter is to provide regulations for outdoor lighting that will:

1. Reduce annoyance and inconvenience to property owners and traffic hazards to motorists;

Removed deletion

2. Curtail light pollution, reduce skyglow, and improve the nighttime environment for astronomy;

3. Ensure that sufficient lighting can be provided where needed to promote safety and security, while also enhancing safety along roadways, pathways, and trails;

4. Help protect and enhance wildlife habitation and migration by minimizing light pollution into and adjacent to habitat areas;

5. Help protect the natural environment from the adverse effects of night lights from gas or electric sources; and

6. Promote lighting practices and systems that conserve energy and reduce dependence on fossil fuels.

B. Definitions.

1. Clutter. Excessive groupings of light sources that are bright and confusing.

2. Foot-candle. A measurement of light intensity defined as the illuminance on a one-square foot surface from a uniform source of light. For the purposes of this code, lighting shall be measured in foot-candles.

3. Glare. Intense and blinding light that reduces visibility and causes discomfort.

4. Light pollution. Any adverse effect of artificial light including, but not limited to glare, light trespass, sky-glow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

5. Light trespass. When light falls where it is not wanted or needed

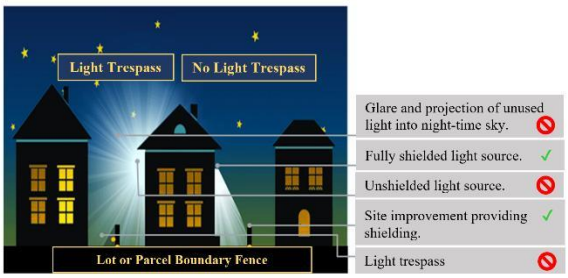


Figure 7 illustrates light trespass

6. Photometric design. A plan showing the amount of light trespass. For the purposes of this code, a photometric design shall be submitted for review at the time of development approval.

7. Skyglow. The brightening of the night sky over inhabited areas.

C. General Regulations. All new and replacement outdoor lighting shall be installed in conformance with the provisions of this ordinance, applicable building and development codes, and other City regulations. Where conflicting provisions occur, the more restrictive shall govern.

parking and walkway

1. Shielding of fixtures. Outdoor lighting shall be fully shielded and installed in such a manner that light is directed downward and the area of direct illumination is contained on the site. All fixtures shall be appropriately shielded, as per Figure 2:

Insert Paragraph: Civic buildings shall be classified as small (under 40,000 total SF), or large (40,000 or more total SF). These outdoor lighting standards apply to large civic buildings and their sites only unless noted otherwise. For small civic buildings, see Lehi general outdoor lighting standards.



Figure 8 illustrates the acceptable and unacceptable lighting fixtures.

parking and walkway

2. Direction. Direct lighting downward and inward, towards the interior of the site, to minimize sky glow, glare, and light trespass. The allowable maximum intensity measured at a residential property line shall be 0.2 foot-candles.

3. Height. Light poles on private property shall conform to the following:

(a) When adjacent to residential uses, no light pole shall be erected unless set back a distance equal to its height from all residential property

(b) On tracts or lots over three acres in size, the maximum height for poles with lights is 30 feet.

(c) On tracts or lots less than three acres, the maximum height of poles with lights is 20 feet.

(d) Special lighting or lighting higher than 30 feet may be approved as specifically noted on an approved site plan.

(e) Lighting materials shall be of a non-galvanized material and color to be approved at final site plan.

(f) On properties less than three acres, but greater than one acre, the maximum height of poles with lights shall be 30 feet provided:

(i) the subject property has a minimum 300-foot separation from any residentially zoned property as measured from the property lines;

(ii) the property is located adjacent to an arterial or State road; and

(iii) the lighting fixtures used shall be new precision luminaires with flat lenses. Fixtures shall conform to the light trespass requirements in this section, and a photometric design shall be submitted as part of the site plan requirements.

may be turned on daily at 4:00 am, and

12:00 am

4. Light curfew. All outdoor lighting shall be turned off by ~~10:00 pm or within one hour after the close of business, whichever is later~~, except for the following:

~~(a) Residential uses;~~

(b) Lighting to illuminate the entrance of the building;

~~(c) Safety lighting of parking lots and pedestrian areas;~~ Parking and walkway lighting

(d) Lighting necessary for after-hours businesses; and

(e) All lighting exempt by Section 12.110 (D) of this code.

(f) Building tower, monument signs, and US flag.

5. Lighting levels. Limit the total amount of light installed by designing for appropriate light levels. This can be achieved by the following:

(a) Use the lowest adequate bulb intensity

(b) Use timers, motion sensors, dimmer switches, and turn lights off when not in use.

on both small and large civic buildings and their sites.

6. Lighting color. Blue-rich lighting brightens the night sky, increases glare, and compromises human vision. It should not be used. Warm-colored, or long-wavelength lighting, with a color temperature of ~~3,000~~ Kelvin or less, shall be used. Limit high-temperature LED lighting, as they emit an excessive amount of blue light.

4,000



Revise diagram as shown

Figure 9. shows the permitted color range for lighting

Replace item 7 -- see attachment

~~7. Residential lighting and glare standards. Residential lighting for security and night recreation use is permitted in all Residential Zoning Districts provided:~~

~~(a) Direct lighting over ten feet in height is shielded from adjacent property;~~

~~(b) No light pole or other stand-alone light source on private residential property shall exceed 20 feet in height; and~~
~~(c) Lighting shall not directly shine on adjacent dwellings.~~

D. Exemptions. The following are not regulated by this ordinance:

1. Lighting within public right-of-way for the purpose of illuminating streets or roads;

2. Traffic control devices consistent with the manual on uniform Traffic Control Devices;

3. Temporary and seasonal lighting, provided individual lamps are less than 10 watts and 70 lumens;

4. Lighting that is used under emergency conditions;

5. Lawfully permitted fireworks displays; and

6. Short-term lighting associated with sporting events, special event permits, or other activities authorized by a valid temporary use permit.

END OF SECTION

Section 12.120. Supplementary Requirements for Agriculture and Residential Districts. *(Amended 3/14/00; 10/10/00; 11/18/03; 11/13/12; 12/10/13; 08/26/14; 07/28/15; 9/13/16; 11/14/23)*

A. Average Front Yard Setback Permitted. The required front yard setback for any dwelling located between two existing dwellings may be the average of the two existing dwellings.

B. Storage of Commercial Vehicles in Agriculture and Residential Districts Prohibited. The storage of commercial vehicles, excluding agricultural machinery and equipment ancillary to an agricultural use, and the storage of construction equipment shall not be permitted on any lot in any agricultural or residential district, provided that construction equipment may be stored on a lot during construction of a building thereon, but shall not exceed one year.

C. Additional Height for Public Buildings Allowed. Public buildings may exceed the maximum height allowed in agriculture and residential districts in which they are located, provided approval is granted following the Conditional Use procedures contained in this Code.

D. Keeping of Animals in Agricultural, Residential, and Planned Community Districts.

1. Category One Farm Animals. Category One animals include cattle. Other animals of similar size and impact may be allowed on a case-by-case basis with approval of the Zoning Administrator. The keeping of Category One animals is permitted limited to the following:
   (a) For properties with five acres or more within the A-5, A-1, RA-1, and TH-5 Zoning Districts, the keeping of Category One animals is permitted with no defined maximum number.
   (b) One Category One animal may be kept for every half acre of lot area on properties with a minimum of one acre located in the TH-5, A-1, RA-1 and R-1-22 Zoning Districts.

2. Category Two Farm Animals. Category Two animals include horses, donkeys, mules, and burros. Other animals of similar size and impact may be allowed on a case-by-case basis with approval of the Zoning Administrator. The keeping of Category Two animals is permitted limited to the following:
   (a) Stallions shall be adequately contained within a secure enclosure as to prevent escape from the owner's property.
   (b) For properties located in the A-5 and properties of five acres or larger within the TH-5 and A-1 Districts, the keeping of Category Two animals is permitted with no defined maximum number.
   (c) Two Category Two animals may be kept for every half acre of lot area for properties located in the A-1, RA-1, R-1-22, and TH-5 Districts.
   (d) Two Category Two animals may be kept for every half acre of lot area located in any Residential Zoning District, subject to approval of a Conditional Use Permit. The following conditions may be required:
      (i) Corrals, pens, and barns shall be located in the rear yard of the lot.
      (ii) Screening from adjacent properties with the installation of a solid fence of six feet in height.
      (iii) Subject to all setback and maintenance requirements listed in this section of the Development Code.
      (iv) Any other conditions deemed necessary by the Planning Commission to mitigate negative impacts on a case-by-case basis.

Lehi Skye Area Plan Amendment

Outdoor Lighting Standards

Sections to Add:

Section C

7. Architectural lighting. Controlled architectural uplighting is allowed to illuminate building facades, monument signs, and the flag of the United States. Fixtures used for architectural lighting shall control light dispersion by means of “barn doors” or other similar methods, and light shall be focused on the building façade, sign, flag, or tower.

(a) Primary building facades, monument signs, and flags may be lit at a maximum of 10.0 foot-candles average.

(b) Building towers and steeples may be lit at a maximum of 12.0 foot-candles average.

Lehi City Council

Skye Area Plan – Amendment Application

27 August 2024

Summary of Proposals

1. Amend the Skye Area Plan to address design issues related to the two Civic properties within the Skye Area.

2. Designate "Civic 1" (western, larger), and "Civic 2" (eastern, smaller) properties on Skye Area maps. Make civic design and lighting standards within the Skye Area Plan applicable to the "Civic 1" property only. (Design of the "Civic 2" site follows Lehi standard procedure.)

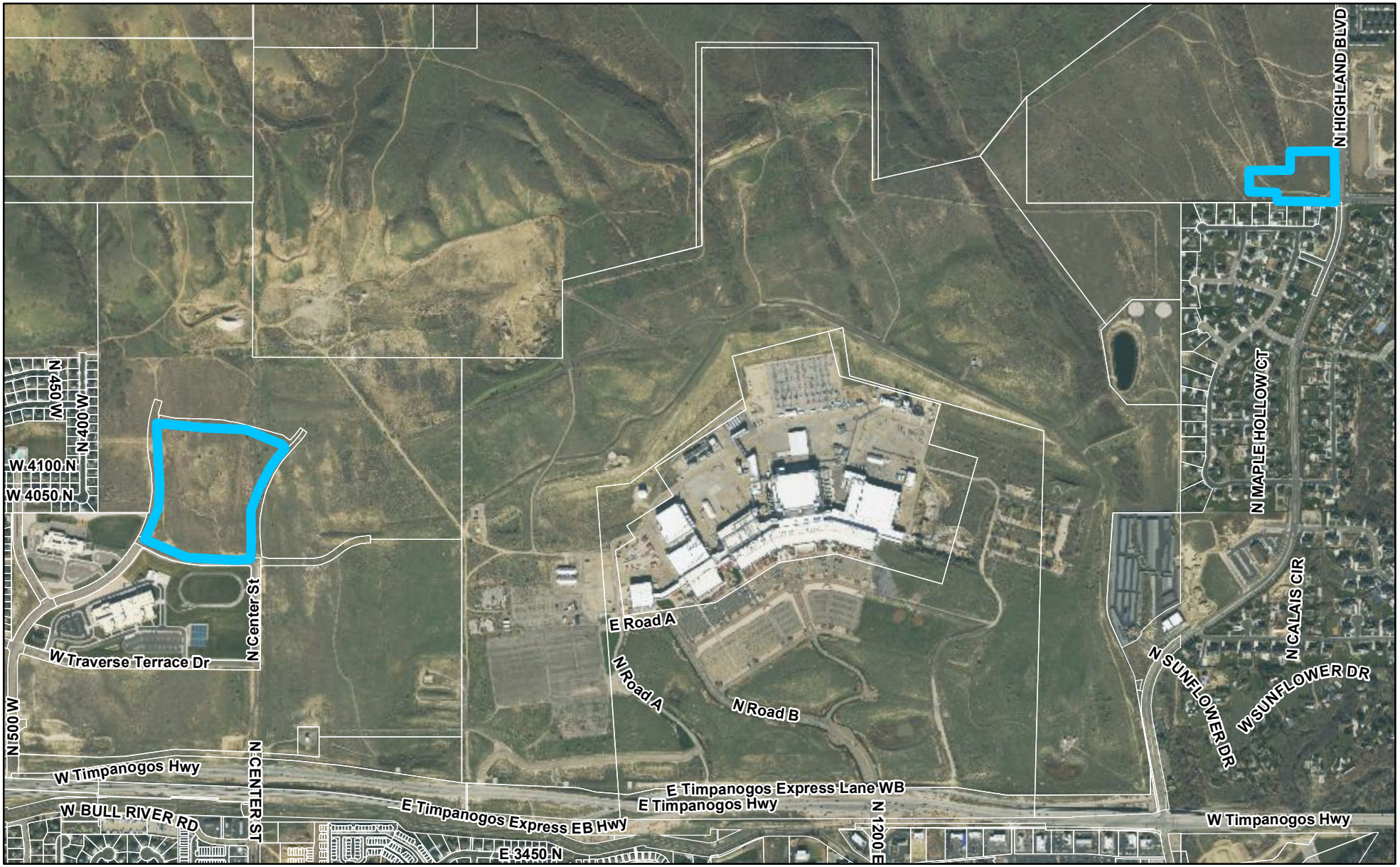
3. Divide Civic buildings into small (under 40,000 SF), and large (40,000 or more total SF).

4. Adapt the Lehi "General Nonresidential Design Standards" and "Outdoor Lighting Standards" to fit the design objectives for "Civic 1" property in the Skye Area Plan and add them to the Plan to control certain aspects of design as follows:

FOR "SMALL" CIVIC BUILDINGS AS THEIR SITES	**FOR "LARGE" CIVIC BUILDINGS AS THEIR SITES**
Remove requirement for "large clear glass windows" at main level	Remove Requirement for "large clear glass windows" at main level
Remove requirement for "20% glass in façade of first floor"	Remove requirement for "20% glass in façade of first floor"
Remove 50 foot maximum front setback	Remove 50 foot maximum front setback
Remove requirement to break roofline and façade massing	Remove requirement to break roofline and façade massing
Allow parking between the building and the street	Allow parking between the building and the street
Bicycle parking 2.5% (new Lehi standard)	Bicycle parking 1.0%
Outdoor lighting follows Lehi general standard*	Building uplighting not allowed during curfew hours (excludes tower, monuments signs, flag)
*Outdoor light color temperature changed to 4,000 Kelvin	Outdoor light color temperature changed to 4,000 Kelvin
Architectural uplight not allowed	Architectural uplight limited to 10 foot-candles average on the main façade, and 12 foot-candles average on the tower

Skye Area Plan Amendment- Civic Design Standards

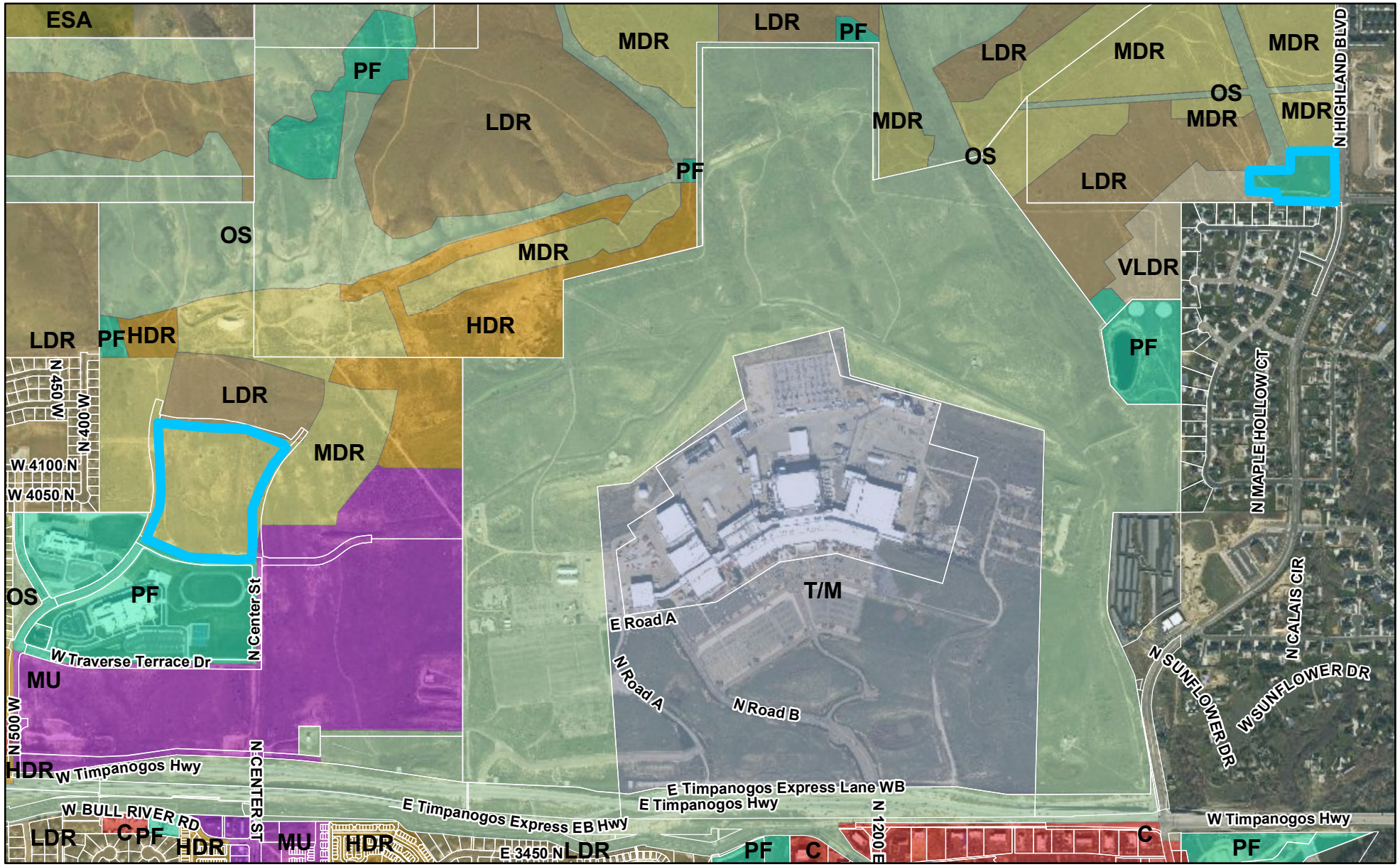
Aerial



LEHI CITY

Skye Area Plan Amendment- Civic Design Standards

General Plan

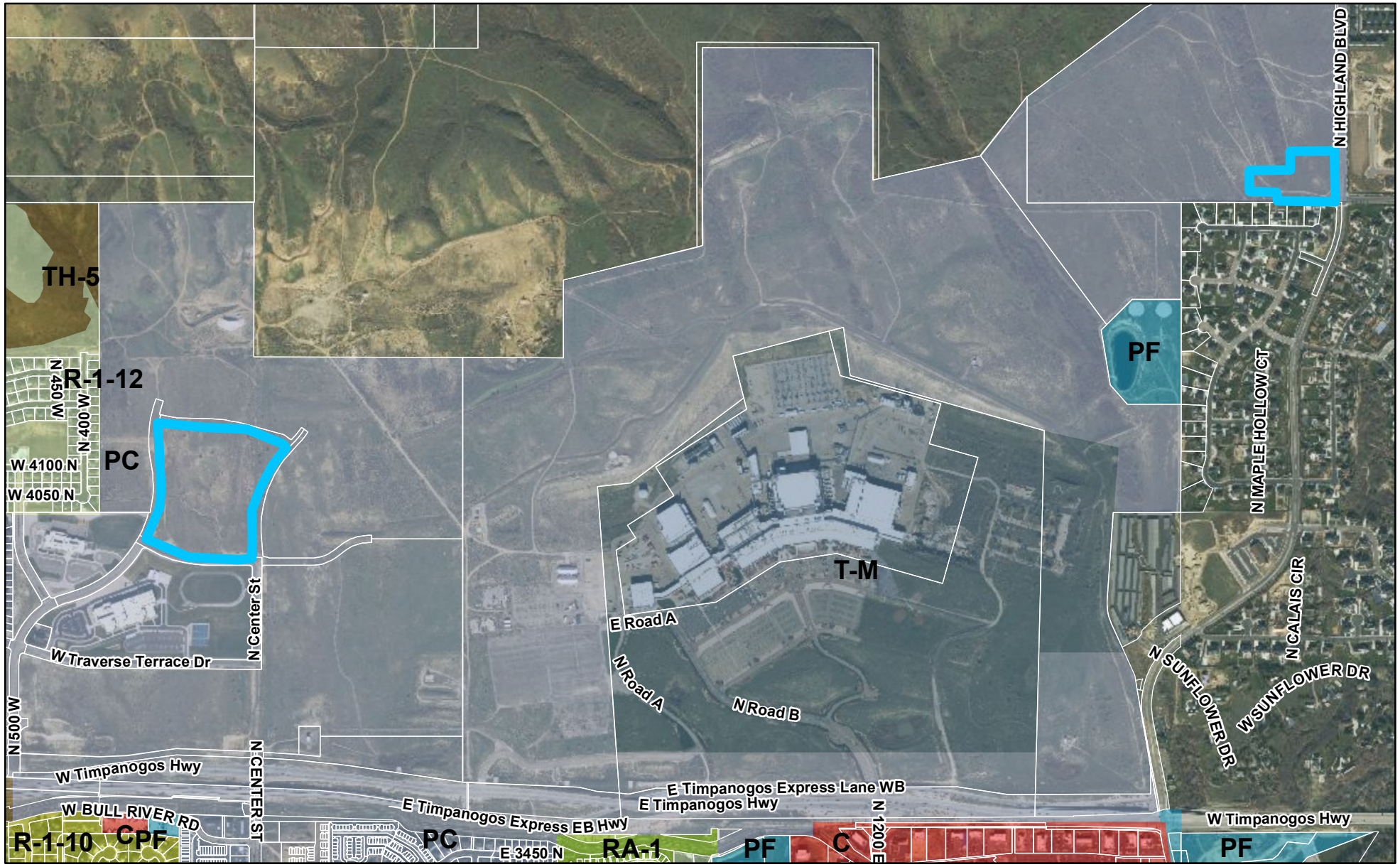


0 1,400 2,800 Feet

LEHI CITY

Skye Area Plan Amendment- Civic Design Standards

Zoning



LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration Ordinance #52-2024 granting approval of the TI LFAB2 Zone Change 2, changing 16-acres from Planned Community to Technical Manufacturing and another16-acres from Technical Manufacturing to Planned Community.

Suggested Action:

Attachments:

CC Staff Report Texas Instruments Zone Change 08.27.24.docx

TI Zone Change 2 DRC 7.10.2024.docx

Ord 52-2024.docx

narrative.pdf

TI Zone Change Map.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

TI LFAB2 ZONE CHANGE 2

CITY COUNCIL REPORT

Applicant	Texas Instruments
Meeting Date	August 27, 2024
Requested Action/Purpose	Approval of a proposed zone change
Decision Type	Legislative
Location	4000 N Flash Drive
Acreage	32 acres
Existing Zoning	Planned Community (PC)/ Technical Manufacturing (T-M)
Existing General Plan Land Use Designation	Technical Manufacturing/ Open Space
Proposed Zoning Designation	Planned Community (PC)/ Technical Manufacturing (T-M)
Existing Land Use	Undeveloped
Date of DRC Review	July 10, 2024
Date of Planning Commission Review	July 25, 2024
Assigned Planner	Brittney Harris

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

PROPERTY HISTORY

June 21, 1995 Property came into the City as part of the Micron Annexation

September 19, 2023 The City Council approved the Skye Area Plan Second Amendment

December 12, 2023 The City Council approved the first Texas Instruments LFAB2 Zone Change and Area Plan Amendment

REPORT ANALYSIS

The applicant seeks approval of proposed zone changes on two pieces of property located on the Texas Instruments site at 4000 North Flash Drive. This is very similar to what was approved before but in a different area and with less acreage.

The 16-acre piece to the south of the facility along Timpanogos Highway is currently zoned Technical Manufacturing, and the proposal is to change it to Planned Community with the technical manufacturing buffer land use. Another 16-acre piece to the southeast of the existing facility is requested to change from Planned Community to Technical Manufacturing. This proposal will help with the future expansion of the Texas Instruments operation, specifically to meet the 30-foot side yard setback required in the Technical Manufacturing zone. The area of the expansion is next to storage units in Highland so allowing the use to extend closer does not create a greater impact on residential homes.

The DRC reviewed the proposed zone change and had one redline comment to provide a legend for the hatching on the map, the applicant did update the map and it was included in the packet.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change will allow for the same amount of technical manufacturing buffer and technical manufacturing.
2. The proposed zone change will help with the future expansion of Texas Instruments.
3. The proposed zone change will allow the expansion of Texas Instruments close to storage units and open space so it will not have a large impact on residential properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 25, 2024. The minutes and motion from that meeting follow.

3.4) Public hearing and recommendation of Texas Instrument's request for review of the TI LFAB2 Zone Change 2, changing 16-acres from Planned Community to Technical Manufacturing and another16-acres from Technical Manufacturing to Planned Community.

Applicant Jack Berry was available for questions.

Chairman Jackson opened public hearing.
Chairmen Jackson closed public hearing.

> **Motion:** Commissioner Kunze moved to approve of Texas Instrument's request for review of the TI LFAB2 Zone Change 2, changing 16-acres from Planned Community to Technical Manufacturing and another16-acres from Technical Manufacturing to Planned Community including all DRC comments and the modifications and findings stated in the report**.** Commissioner Everett seconded.
>
> **Vote:** Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

TI LFAB2 Zone Change 2
DRC Redline Comments

TI- requests review of the TI LFAB2 Zone Change 2 changing 16 acres from Planned Community to Technical Manufacturing and 16 acres from Technical manufacturing to Planned Community

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 7/2/2024
Time Start: 1:11pm
Time End: 1:14pm

DRC REDLINE COMMENTS:
Glade – Power: No Comments
Garion – Fire: No Comments
Ryan – Water/Sewer: No Comments
James – Parks: No Comments
Gary – Building/Inspections: No Comments
Shelbey– Public Works: No Comments
Brad – Engineering: No Comments
Kim – Planning:
1. A legend for the different hatching would be helpful to more easily understand this map. Or remove all other hatchings and just highlight the zone change areas in two colors.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 25th

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: 52-2024

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 4000 NORTH FLASH DRIVE

WHEREAS, Texas Instruments, owner of property located at 4000 North Flash Drive and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have the zoning switched on two areas to Planned Community (PC) and Technical Manufacturing (T-M); and

WHEREAS, following a public hearing on July 25, 2024, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and provided a positive recommendation to the City Council on the proposed amendment; and

WHEREAS, on August 27, 2024, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 25, 2024; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Planned Community (PC) and Technical Manufacturing (T-M).

PART II:

A. If a provision of this Ordinance 52 -2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 27th day of August 2024.

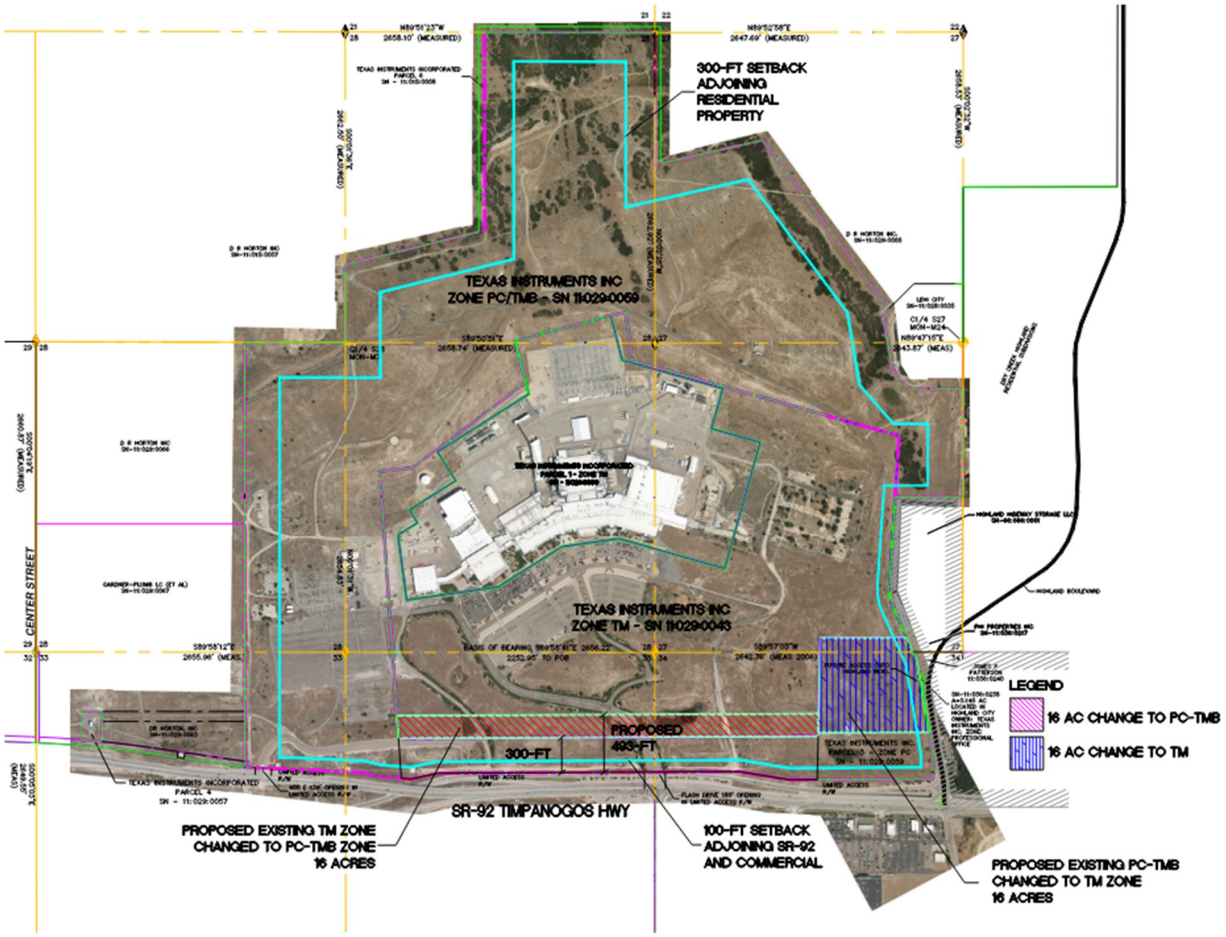
ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

TEXAS INSTRUMENTS ZONE CHANGE AREAS



Rockhill LLC
PLAN • SURVEY • ENGINEER

Ms. Brittney Harris 7/1/2024
Lehi City Planning Division
153 N 100E
Lehi, UT 84043

RE: Texas Instruments - Proposed Zone Change and Skye Area Plan Amendment - Between Parcels 11:029:0043 and 11:029:0059

Brittney,

Please refer to the attached "Proposed Zone Change and Skye Area Plan Amendment" exhibit. Texas Instruments is now programming the LFAB2 project. The LFAB2 project contemplates doubling the manufacturing clean room space at the Lehi fabrication site (LFAB). The LFAB2 expansion will take place immediately East of the existing manufacturing complex.

On two parcels at the LFAB site, Texas Instrument's proposes a balanced land use zone change. The purpose of the proposed zone change is to facilitate a second manufacturing unit – LFAB2, and in particular the new Wastewater Treatment Plant. LFAB2 will occupy an area East of the existing manufacturing facility. Earlier this year, a Skye Area Plan and Zone change similar to this proposal was approved and completed by Lehi City. Texas Instruments has been designing LFAB2 site improvements this past Spring. The design team has chosen to position the future Wastewater Treatment Plant (WWTP) for LFAB2 near the the Southeast corner of the LFAB2 complex, which places the WWTP quite close to the recently adjusted parcel boundary. To facilitate the final design of the LFAB2 WWTP, Texas Instruments is requesting a Skye Atrea Plan Amendment and a Zone Change, so a Lot-Line-Adjustment can be completed.

Texas Instruments proposes to modify the boundary Parcel 11:029:0059, and at the same time modify the southern boundary of Parcel 11:029:0043 to increase the width of the TMB zoned land along LFAB's Timpanogos Highway frontage. The total land area of both the existing TM and TMB zones will remain unchanged by this proposal. This zone change proposes only to change the shape of existing land use zones on the LFAB site by swapping 16 acres of each existing zone and maintaining the existing land area balance between the TMB and TM zones.

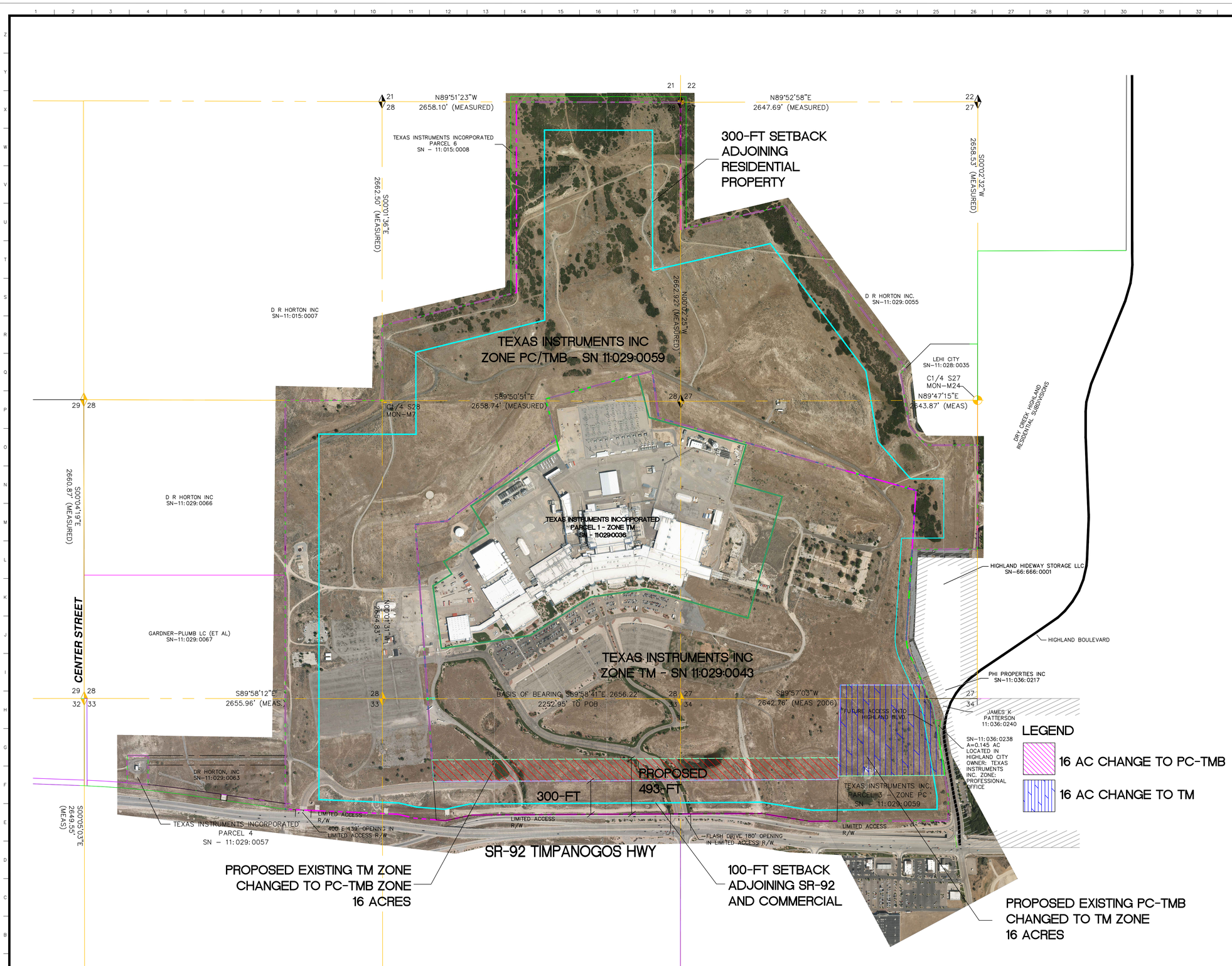
Rockhill LLC
PLAN • SURVEY • ENGINEER

Please contact me if you have any questions regarding this transmittal.

Thank you,

"Jack"

John R. Berry PE, PLS
Rockhill LLC
jack@rockhillengineering.com



BUILDING

Texas Instruments

LEHI, UTAH

CONCEPT PLAN: LOT-LINE- ADJUSTMENT

Ruckhill LLC

Project No:	
Project Coord:	
Eng. Coord:	

▲	Date	Description	By

Approvals

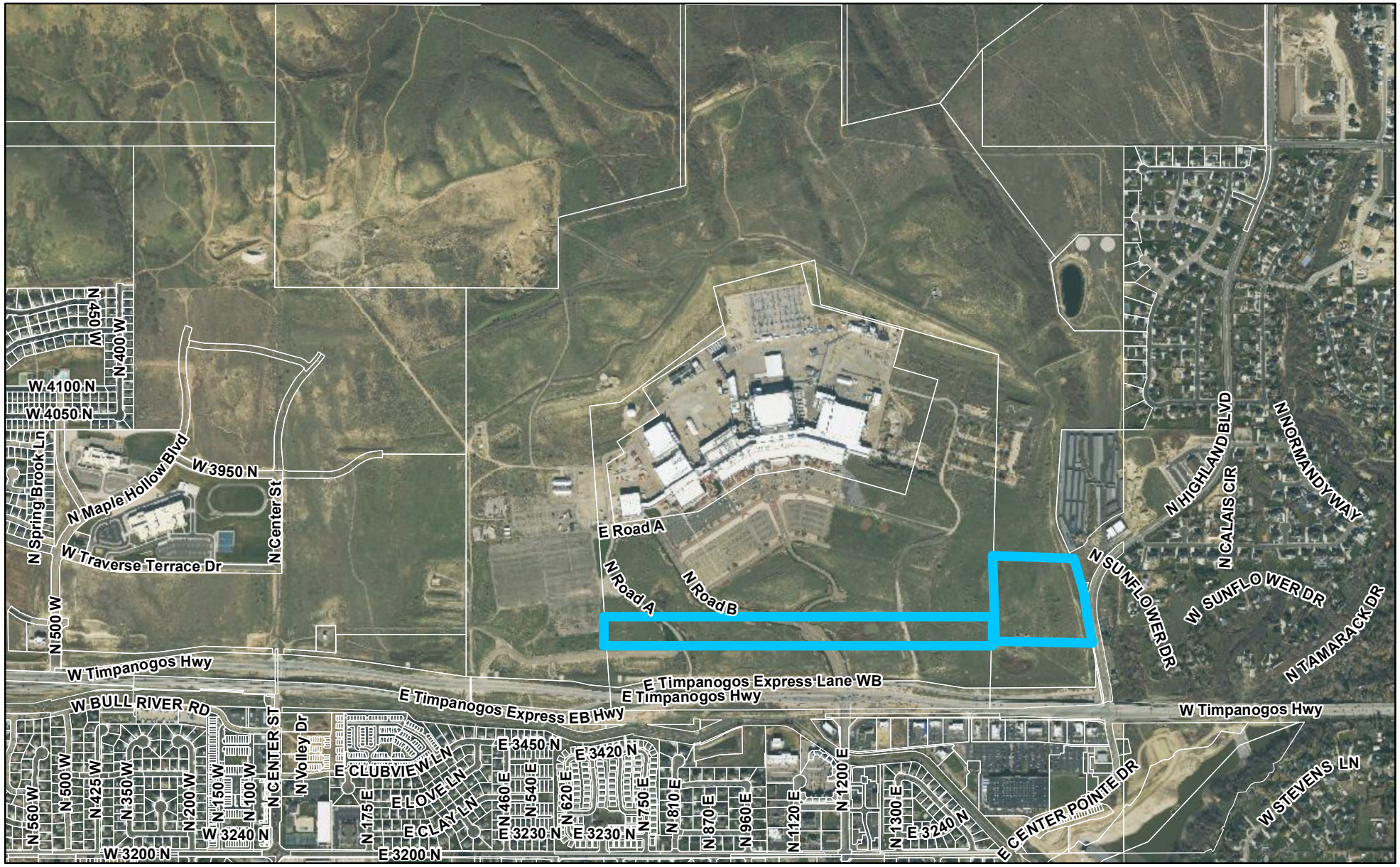
EC	N/A	Arch	Struct
Mech	**Process**	**Elect**	**Controls**

NOTE
©2020–2021 TEXAS INSTRUMENTS
THIS PRINT REMAINS THE PROPERTY OF TEXAS INSTRUMENTS. ALL INFORMATION HEREIN IS CONFIDENTIAL. IT IS LOANED SUBJECT TO RETURN UPON DEMAND AND MAY NOT BE COPIED OR USED WITHOUT TEXAS INSTRUMENTS' EXPRESS, WRITTEN CONSENT

CADD File:	
Scale:	

Texas Instruments Zone Change 2

Aerial



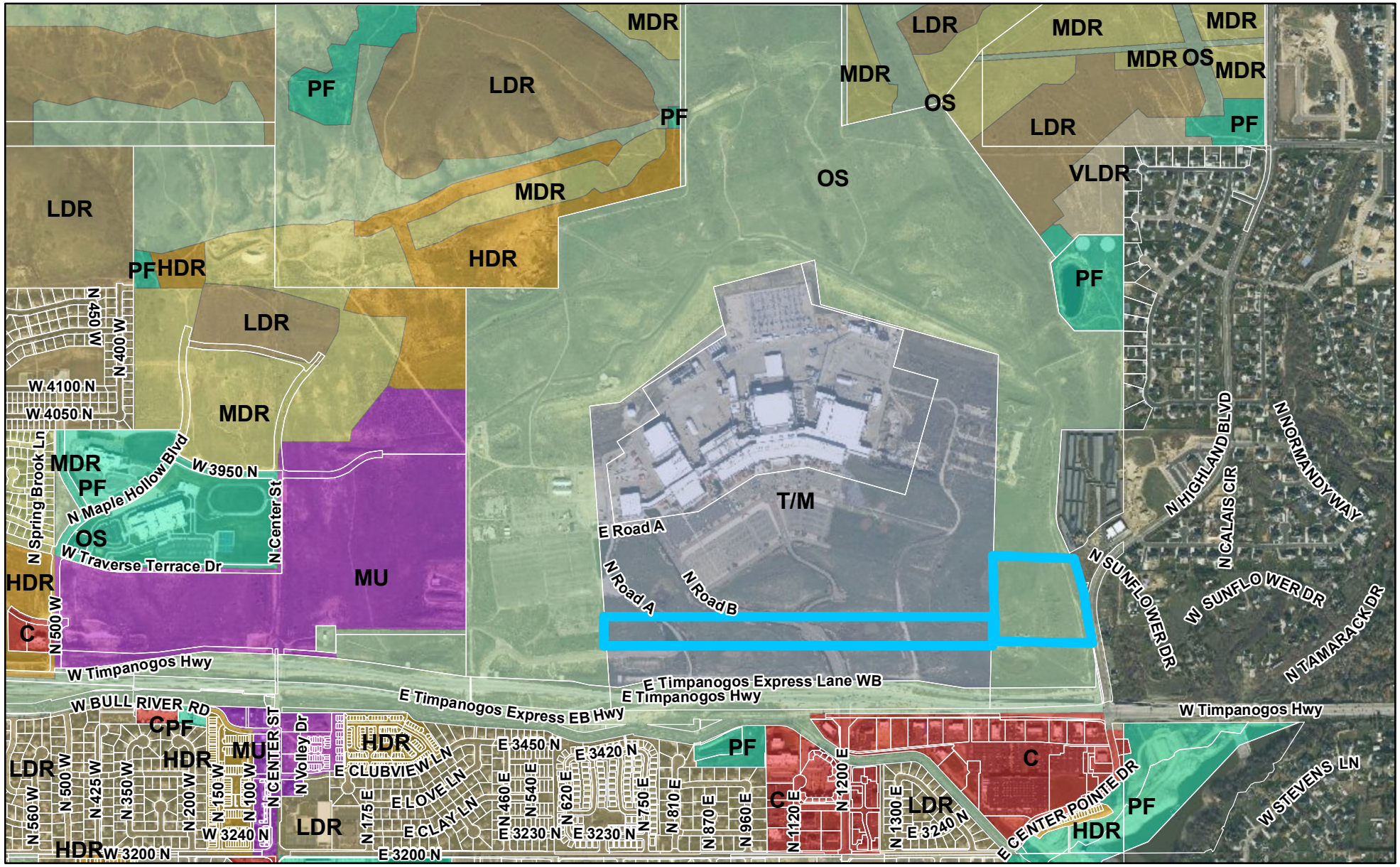
Feet

0 1,500 3,000

LEHI CITY

Texas Instruments Zone Change 2

General Plan



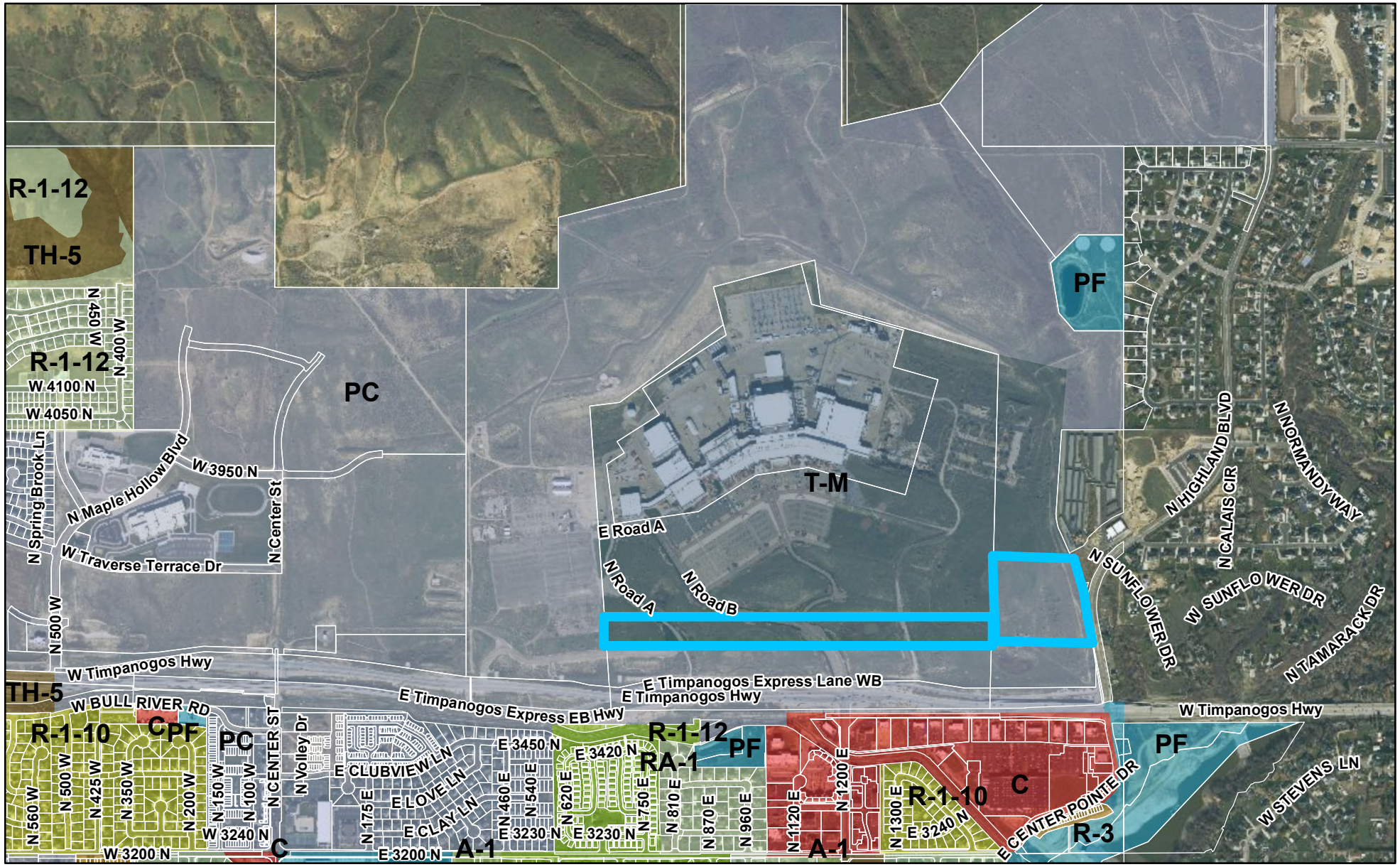
Feet

0 1,500 3,000

LEHI CITY

Texas Instruments Zone Change 2

Zoning



0 1,500 3,000 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: August 27, 2024
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #53-2024 granting approval for an amendment to the Skye Area Plan adjusting the location of the area plan boundaries by adding 16-acres and removing another 16-acres.

Suggested Action:

Attachments:

CC Staff Report TI Skye Area Plan Amendment 2 08.27.24.docx

Skye Area Plan Amendment- TI Boundary Line 2 DRC 7.10.2024.docx

Ord 53-2024.docx

narrative.pdf

TI Boundary Line Adjustment Map.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

TEXAS INSTRUMENTS SKYE AREA PLAN AMENDMENT 2

CITY COUNCIL REPORT

Applicant	Texas Instruments
Meeting Date	August 27, 2024
Requested Action/Purpose	Review and recommendation of a proposed area plan amendment
Decision Type	Legislative
Date of DRC Review	July 10, 2024
Date of Planning Commission Review	July 25, 2024
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 06.010 Purpose and Intent.
The intent of the Planned Community Zone and this Chapter is to:

A. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.
B. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.
C. Provide an opportunity for flexibility from the constraints of traditional zoning and allow for development on a performance basis. Higher density and intensity of uses may be achieved as higher quality development and performance standards are implemented within the zone.
D. Provide a consolidated and structured framework for the processing of preliminary and final subdivision plat(s), preliminary and final site plans, and other permits and licenses required by this Code.

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

REPORT ANALYSIS

The applicant requests approval of a proposed amendment to the Skye Area Plan switching the location of 16-acres of the technical manufacturing buffer. This is similar to what was approved November 2, 2023 but is in a different area.

Rearranging the Skye Area Plan Technical Manufacturing Buffer will allow for more area on the East side of the Texas Instruments property for their LFAB2 expansion. The main reason for this amendment is to allow for the 30-foot side yard setback required in the Technical Manufacturing Zone.

A zone change has also been submitted and is going forward at the same time. The zone change will change the

designation from Planned Community to Technical Manufacturing. This proposal is to change the boundary of the Skye Area Plan.

DRC reviewed the proposed area plan amendment and has one question to clarify the hatching on the map they submitted, the applicant did provide an updated map that was included in the packet.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed area plan amendment will allow for Texas Instruments expansion while maintaining the 30 foot side yard setback.
2. The proposed area plan amendment will provide the same amount of buffer area and will not increase the overall number of units in the area plan.
3. The proposed area plan does/does not meet the requirements of the Lehi City Development Code in regards to area plan approval.
4. Other findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Area Plan Amendment on July 25, 2024. The minutes and motion from that meeting follow.

3.5) Public hearing and recommendation of Texas Instrument's request for review of an amendment to the Skye Area Planning adjusting the location of the area plan boundaries by adding 16-acres and removing another 16-acres.
Applicant Jack Berry was available for questions.

Chairman Jackson opened public hearing.
Chairmen Jackson closed public hearing.

> **Motion:** Commissioner Eyre moved to approve of Texas Instrument's request for review of an amendment to the Skye Area Planning adjusting the location of the area plan boundaries by adding 16-acres and removing another 16-acres including all DRC comments and the modifications and findings stated in the report**.** Commissioner Lockhart seconded.
>
> **Vote:** Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

TI LFAB2 Skye Area Plan Amendment 2
DRC Redline Comments

TI- requests review of the TI LFAB2 Skye Area Plan Amendment 2, adjusting the area plan area adding 16 acres and removing 16 acres.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 7/2/2024
Time Start: 1:14pm
Time End: 1:15pm

DRC REDLINE COMMENTS:
Glade – Power: No Comments
Garion – Fire: No Comments
Ryan – Water/Sewer: No Comments
James – Parks: No Comments
Gary – Building/Inspections: No Comments
Shelbey – Public Works: No Comments
Brad – Engineering: No Comments
Luke- Traffic: No Comments
Kim – Planning:
1. Provide legend with the hatchings

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 25th

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: 53-2024

AN ORDINANCE AMENDING THE SKYE AREA PLAN

WHEREAS, it has become necessary to amend the Skye Area Plan to change the boundary location of the area plan without changing the total acreage; and

WHEREAS, the Skye Area Plan amendment will only impact land in the Technical Manufacturing Buffer; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Skye Area Plan; all as set forth in that certain area plan designated as the Skye Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on July 25, 2024, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on August 27, 2024 the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of July 25, 2024, and the recommendation of the Planning Commission; and,

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

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

SECTION 1. The Area Plan Amendment, hereby summarized in Exhibit A, shall be incorporated into the “Skye Area Plan”, copies of which are on file with the Planning Division of the Community Development Department.

SECTION 2. Unless specifically modified by the Skye Area Plan, the owner of the Subject Property or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance 53 -2024 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.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 27th day of August 2024.

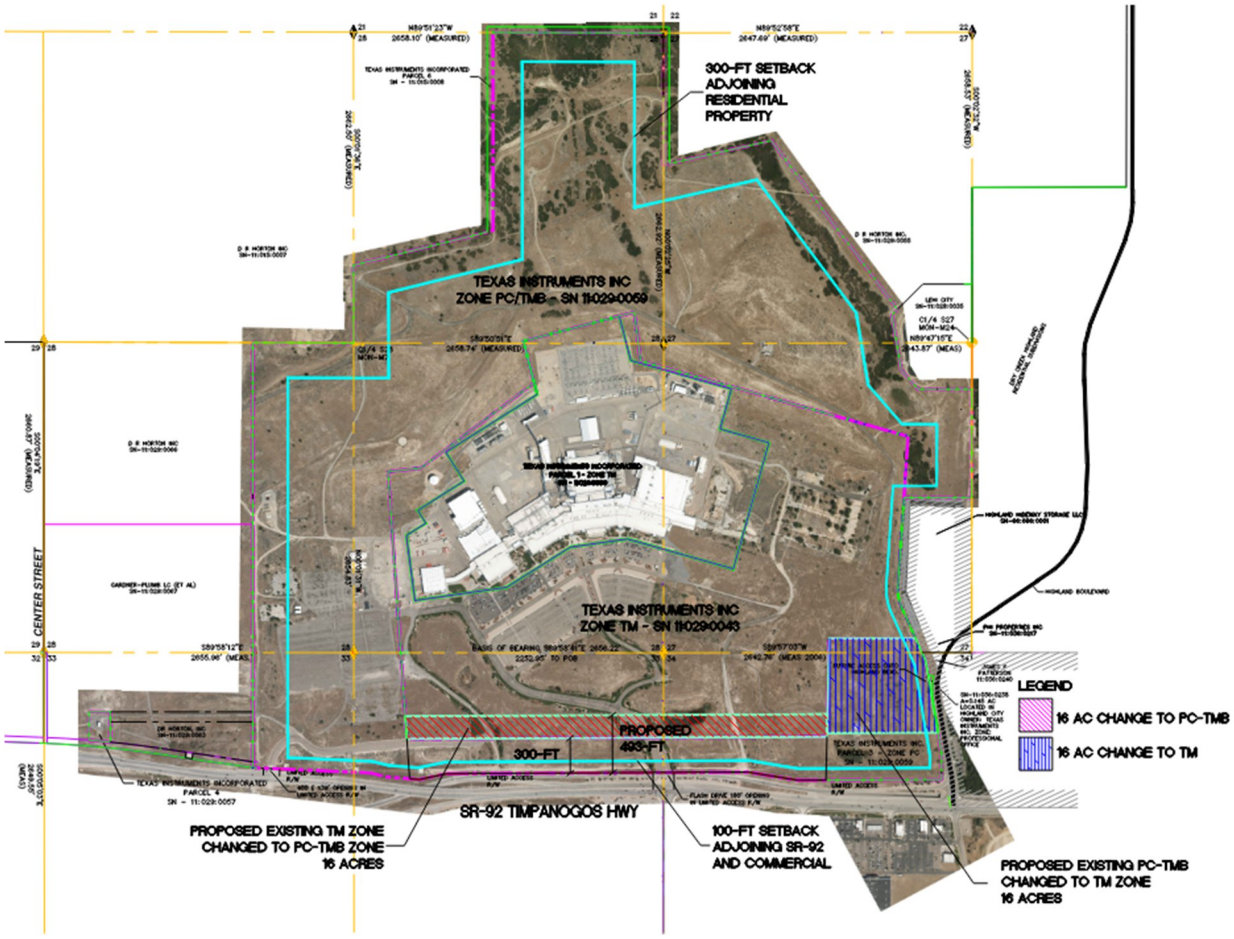
ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Skye Area Plan Land Trade Location



Rockhill LLC
PLAN • SURVEY • ENGINEER

Ms. Brittney Harris
Lehi City Planning Division
153 N 100E
Lehi, UT 84043

7/1/2024

RE: Texas Instruments - Proposed Zone Change and Skye Area Plan Amendment - Between Parcels 11:029:0043 and 11:029:0059

Brittney,

Please refer to the attached "Proposed Zone Change and Skye Area Plan Amendment" exhibit. Texas Instruments is now programming the LFAB2 project. The LFAB2 project contemplates doubling the manufacturing clean room space at the Lehi fabrication site (LFAB). The LFAB2 expansion will take place immediately East of the existing manufacturing complex.

On two parcels at the LFAB site, Texas Instrument's proposes a balanced land use zone change. The purpose of the proposed zone change is to facilitate a second manufacturing unit – LFAB2, and in particular the new Wastewater Treatment Plant. LFAB2 will occupy an area East of the existing manufacturing facility. Earlier this year, a Skye Area Plan and Zone change similar to this proposal was approved and completed by Lehi City. Texas Instruments has been designing LFAB2 site improvements this past Spring. The design team has chosen to position the future Wastewater Treatment Plant (WWTP) for LFAB2 near the the Southeast corner of the LFAB2 complex, which places the WWTP quite close to the recently adjusted parcel boundary. To facilitate the final design of the LFAB2 WWTP, Texas Instruments is requesting a Skye Atrea Plan Amendment and a Zone Change, so a Lot-Line-Adjustment can be completed.

Texas Instruments proposes to modify the boundary Parcel 11:029:0059, and at the same time modify the southern boundary of Parcel 11:029:0043 to increase the width of the TMB zoned land along LFAB's Timpanogos Highway frontage. The total land area of both the existing TM and TMB zones will remain unchanged by this proposal. This zone change proposes only to change the shape of existing land use zones on the LFAB site by swapping 16 acres of each existing zone and maintaining the existing land area balance between the TMB and TM zones.

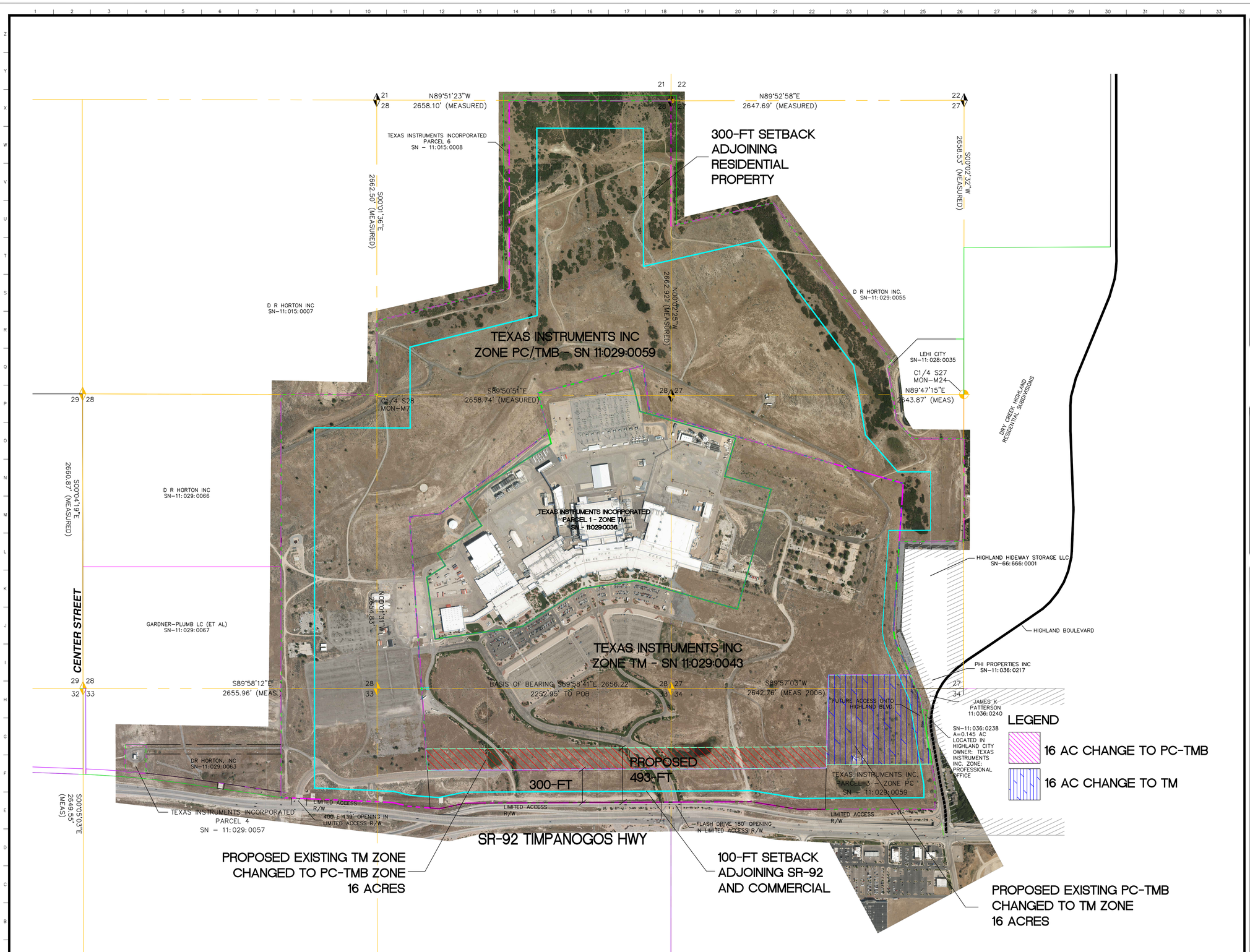
Rockhill LLC
PLAN • SURVEY • ENGINEER

Please contact me if you have any questions regarding this transmittal.

Thank you,

"Jack"

John R. Berry PE, PLS
Rockhill LLC
jack@rockhillengineering.com



BUILDING

TEXAS INSTRUMENTS

LEHI, UTAH

CONCEPT PLAN: LOT-LINE- ADJUSTMENT

Project No:

Project Coord:

Eng. Coord:

	Date	Description	By

Approvals

EC	N/A	Arch	Struct
Mech	**Process**	**Elect**	**Controls**

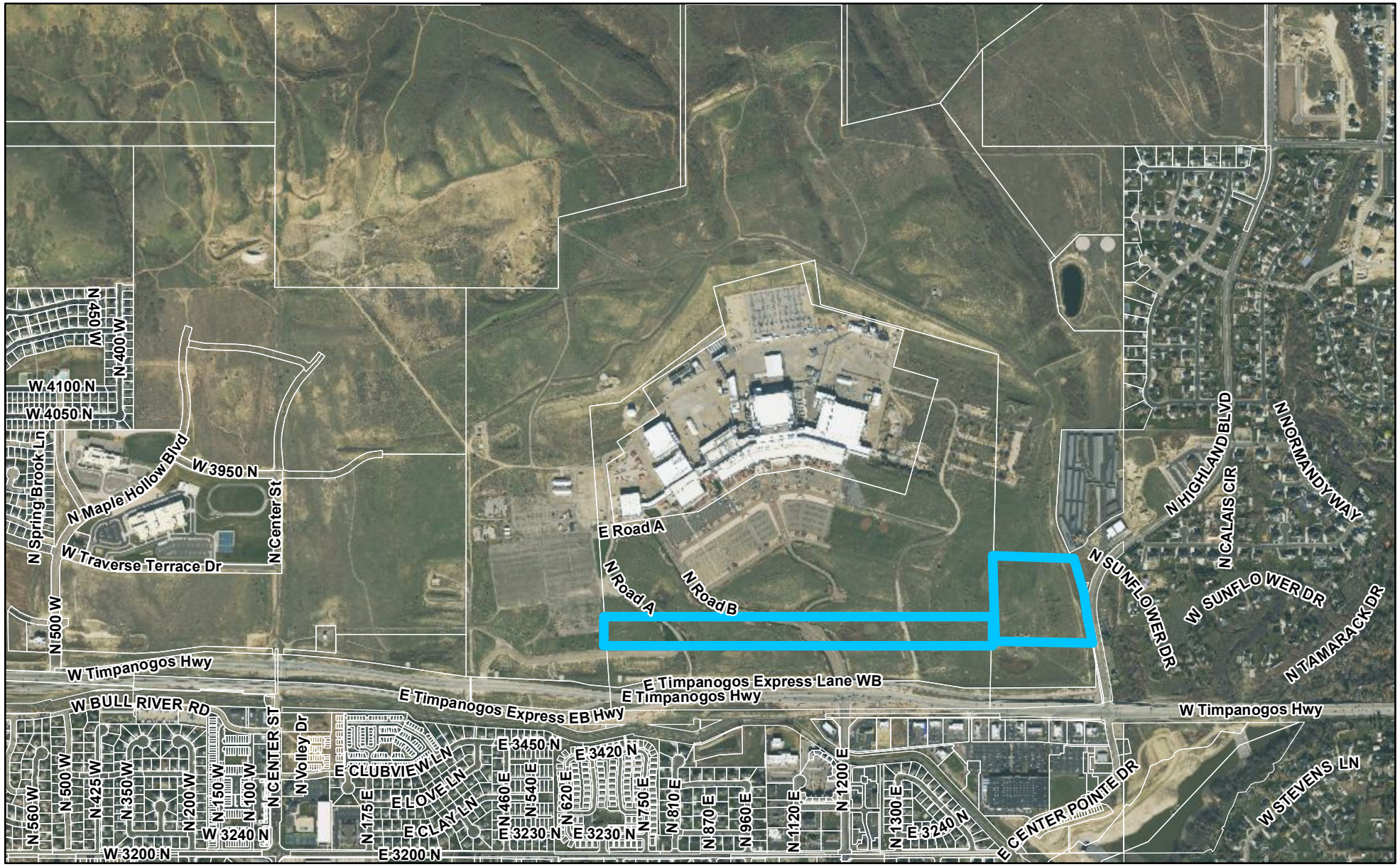
NOTE
©2020–2021 TEXAS INSTRUMENTS
THIS PRINT REMAINS THE PROPERTY OF TEXAS INSTRUMENTS. ALL INFORMATION HEREIN IS CONFIDENTIAL. IT IS LOANED SUBJECT TO RETURN UPON DEMAND AND MAY NOT BE COPIED OR USED WITHOUT TEXAS INSTRUMENTS' EXPRESS, WRITTEN CONSENT

CADD File:

Scale:

TI Skye Area Plan Amendment 2

Aerial



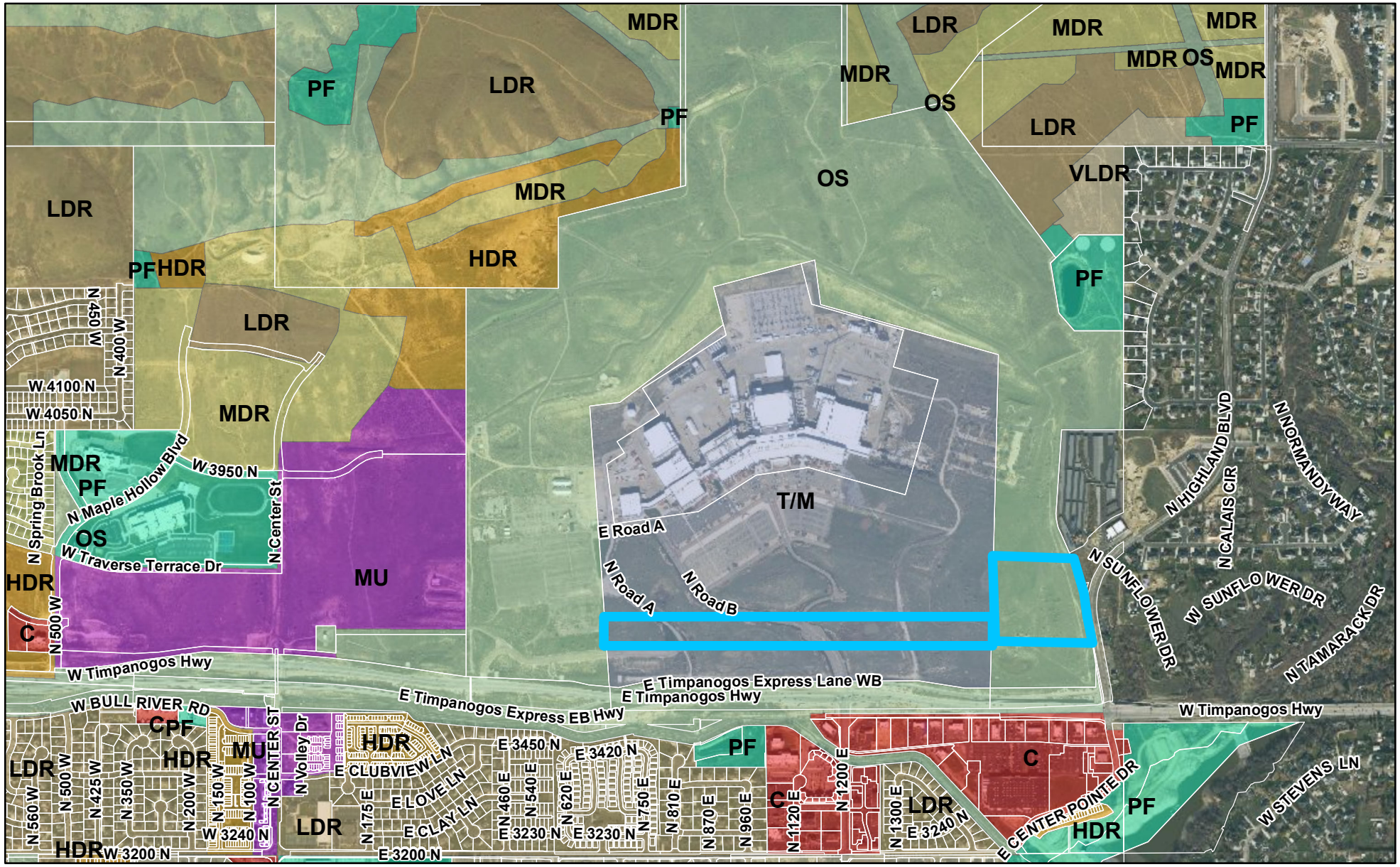
Feet

0 1,500 3,000

LEHI CITY

TI Skye Area Plan Amendment 2

General Plan

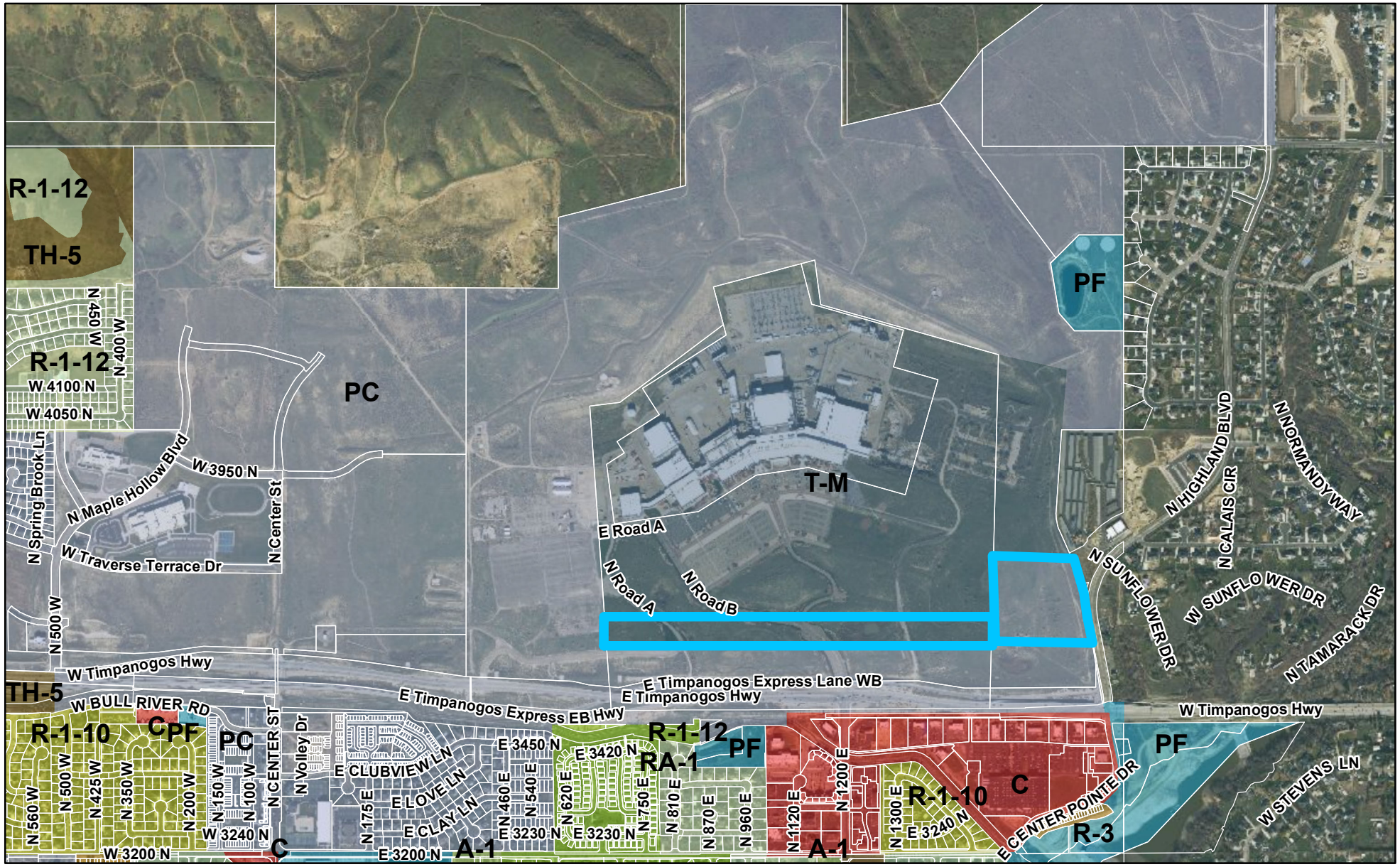


0 1,500 3,000 Feet

LEHI CITY

TI Skye Area Plan Amendment 2

Zoning



0 1,500 3,000 Feet

LEHI CITY