Lehi City Council Meeting
Agenda
July 11, 2023

6:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 6:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Fiber Network Update

   2.2. Planning Department's Report from Lessons Learned in Netherlands Part I

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

4. Administrative Report

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

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

3. Consent Agenda

   3.1. Approve Purchase Orders
   PO Index.pdf
   PO #7502.pdf
   PO #7509.pdf

   3.2. Approve Minutes from the May 2, May 9, May 23, June 6, and June 13 City Council

Meetings.
050223 WS.pdf
050923CC.pdf
052323CC.pdf
060623 WS.pdf
061323CC.pdf

Regular Agenda

4. Consideration of Resolution #2023-44 approving a cooperative agreement between UDOT and Lehi City for improvements at the intersection of 2100 North and 2300 West.
   Petitioner: Lehi City
   Res 2023-44.docx
   20686_Agree_Coop_Lehi_$1500000 (for Lehi City Council).docx
   Exhibit A.pdf

5. Consideration of Resolution #2023-43 approving a Real Estate Purchase Contract for the property at 51 East Main Street, Lehi.
   Petitioner: Lehi City
   Res 2023-43.docx
   Pages from Real_Estate_Purchase_Contract__REPC___Utah_DRE_Form__-_UAR.pdf

6. Consideration of Resolution #2023-42 approving an agreement with RBI for the irrigation system construction in Willow Park.
   Petitioner: Lehi City
   Res 2023-42.docx
   Agreement-Willow Park Irrigation.docx

7. Consideration of Resolution #2023-42 approving an agreement with Ice-America for the construction of a temporary ice rink.
   Petitioner: Lehi City
   Res 2023-41.docx
   Agreement-Temporary Ice Rink.docx

8. Consideration of Concept approval for the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South.
   Petitioner: Jim Bradshaw
   CC Staff Report Griffith's Property Concept 07.11.23.docx
   Griffith Estates Concept DRC 04.26.23.docx
   Griffith's Property Concept Aerial.pdf
   Griffith's Property Concept General Plan.pdf
   Griffith's Property Concept Zoning.pdf
   Griffith_s_Property_Concept_DRC_04.26.23_Redacted.pdf

9. Consideration of Resolution #2023-40 approving an Amendment to the Lehi Tennis Club Development Agreement.

   Petitioner: Jacob Hansen
   CC Staff Report Hansen Tennis Facility Development Agreement Amendment 07.11.23.docx
   Lehi Tennis Club Revision DRC 06.07.23.docx
   Res 2023-40.docx
   Proposed Revision Summary Lehi Agreement.pdf
   Amended Development Agreement-Hansen Tennis Facility 6.29.23.docx

10. Consideration of Ordinance #41-2023 approving a Development Code Amendment to Chapter 39, Definitions and the 05.030.B, Nonresidential Table of Uses to add Concrete Manufacturing, Small Haul use and definition.
    Petitioner: Jeff Olsen
    CC Staff Report Ch 39 Development Code Amendment Small Haul Concrete 07.11.23.docx
    Ch 39 Development Code amendment DRC 05.03.23.docx
    Ord 41-2023.docx
    Small Haul Concrete Manufacturing Development Code Amendment 05.03.23.pdf

11. Consideration of approval for the Cyprus Credit Union Two-Lot Subdivision with No Improvements located at 2501 North 1200 West in a Commercial Zone.
    Petitioner: TerraForm Companies
    CC Staff Report Cyprus Credit Union Subdivision 07.11.23.docx
    Cyprus Credit Union Two-Lot Subdivision DRC 06.14.23.docx
    Narrative.pdf
    Cyprus Credit Union Plat.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    Zoning Map.pdf

12. Adjournment

- Public is invited to attend all open meetings
- In compliance with the Americans with Disabilities Act, the City of Lehi will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 385-201-2269
- This Agenda has been posted in accordance with Utah Code §§ 63G-30-102
- Agendas may be amended up to 24 hours prior to a meeting
- A Closed Meeting may be called to order pursuant to Utah Code §§ 52-4-204 & 52-4-205
- The order of agenda items may change to accommodate the needs of the legislative body, staff, or the public
- Electronic participation may be permitted for one or more members of the legislative body and staff

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Fiber Network Update

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Planning Department's Report from Lessons Learned in Netherlands Part I

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

PO #7502.pdf

PO #7509.pdf

LEHI CITY
CITY COUNCIL AGENDA
July 11, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Holbrook Asphalt Co	Spring Creek Roadways	$158,116.41	$1,700,000.00
Mountainland Supply Co	PI Metering Project	$5,000,000.00	70% funded by State Grant, 24.5% from Water Resources Loan, and 5.5% from City Funds

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7502

1865

ISSUED TO: HOLBROOK ASPHALT LLC
1545 E COMMERCE DR

ST GEORGE UT 84790

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

DEPARTMENT:

PURCHASE ORDER DATE: 07/05/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	HA5 MINERAL BOND FOR SPRING CREEK	158,116.41	158,116.41	11-50-09-010

TOTAL 158,116.41

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier	**Name**	Holbrook Asphalt Co.		**Vender #**	**1865**
	Street	1545 E Commerce Dr		**Date**	**6/28/2023**
	City	St. George	**State**	UT	
	Zip	84790	**Phone**	435-703-0023	

Dean Lundell

Street Department	11-50-09-010	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
		HA5 is a high density mineral bond advanced		
		performance pavement preservation treatment.		
		Spring Creek - 425296 SqFt		
		this will be used to preserve the life of the asphalt.		
		This is a seal coat type application		
		This has been used previously with good results, this		
		is a product that is gaining ground in our geographical		
		area.		
		Quantities will be varified with Todd King		
		Total		$158,116.41

Justification: 2023-2024 BUDGET YEAR	**Price Determination**	
This is sole source, as this company is the	**Verbal Quote**	
only supplier of this product in our area at	**Informal Bid**	
this time.	**Written Bid**	
	State Bid	
	Other	X

Proposal

HOLBROOK ASPHALT CO.

Project Location

City of Lehi
Todd King 385-201-1713
Spring Creek
Lehi UT 84043

Proposal #	Date Issued	PO/LD #
HAU946783	5/10/2023	

Terms

Due Upon Completion

Bill To

City of Lehi
ATTN: Todd King
153 N 100 E
Lehi UT 84043

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Lehi City Spring Creek 23

Item	Quantity	UM	Rate	Amount
See Map				
Spring Creek Roadways				
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks 1/8 inch and larger.	23,391	LlFt	0.52	12,163.32
Concrete Joint Repair - Elastomere Clean & prepare concrete joints if necessary. Install Hot-Applied Elastomeric Sealant to all concrete joints.	26,663	LlFt	0.52	13,864.76
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	425,296	SqFt	0.306	130,140.58
Paint/Stripe Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.		LS		1,947.75
				$158,116.41
Spring Creek Parking Lot				
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/8 inch.		LS		301.60
Concrete Joint Repair - Elastomere Clean & prepare concrete joints if necessary. Install Hot-Applied Elastomeric Sealant to all concrete joints.		LS		327.08
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	10,539	SqFt	0.306	3,224.93
Paint/Stripe Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion. White Stripe: 122 LF Handicap: 1		LS		1,200.00
Spring Creek Trails				

HAUB11486

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7509

3075

ISSUED TO: MOUNTAINLAND SUPPLY CO.
P.O. BOX 127

OREM UT 84059-0127

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

DEPARTMENT:

PURCHASE ORDER DATE: 07/05/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	PI METERING PROJECT	5,000,000.00	5,000,000.00	55-40-45-100

TOTAL 5,000,000.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier	**Name**	Mountainland Supply Company	**Vendor#**		
	Street	PO Box 127	**Date**	**7/3/2023**	
	City	Orem	**State**	UT	
	Zip	84059	**Phone**	801-224-6050	

Dean Lundell

Secondary	55-40-45-100	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
1		PI Metering Project	$5,000,000.00	$5,000,000.00
		Total		$5,000,000.00

Justification:	Price Determination	
	Verbal Quote	
PI Metering Project	Informal Bid	
	Written Bid	$5,000,000.00
	State Bid	
	Other	

MOUNTAINLAND SUPPLY COMPANY

Bid

S105277948.001

$2,000,000.00

BILL TO:

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

SHIP TO:

#2022-09 PI METER PROJECT
2538 NORTH 300 WEST
TJ 801-995-9636
LEHI, UT 84043

Customer #	Salesman	Release #	Job Name
4677	ZACH BLACKBURN	*ESTIMATED LUMP SUM*	APR,MAY,JUN 2023 #2022-09

Ship Via	Terms	Expiration Date	Order Date	Ordered By	Writer
	NET 30TH	04/26/2023	03/27/2023		ZACH BLACKBURN

Part #	Qty	Description	Price	Ext.
975362	1	REMAINDER OF 2022-2023 FISCAL YEAR (APRIL, MAY, JUNE - 2023) ESTIMATED LUMP SUM -MATERIALS FOR 2022-09 PI PROJECT -AS THEY BECOME AVAILBLE TO SHIP -REF. ORIGINAL BID# S104692350 -REF. ALT. BID# S104705012 SPECIAL ORDER RETURN POLICY APPLIES	$2,000,000.000	$2,000,000.00

All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***

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

Subtotal	$2,000,000.00
Est. S&H	$0.00
Est. Tax	$0.00
Due	$2,000,000.00

MOUNTAINLAND SUPPLY COMPANY

Bid

S104692350.001

$16,908,703.18

BILL TO:

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

SHIP TO:

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

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

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

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

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

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

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

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

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

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

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

updated prices

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/14/2023	S105258004

REMIT TO:	PAGE NO.
MLSC MOUNTAINLAND SUPPLY COMPANY **PO Box 127** **OREM, UT 84059-0127**	1 of 1

QUOTE TO:

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

SHIP TO:

LEHI WATER SHOP
2538 NORTH 300 WEST
LEHI, UT 84043

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
10789	Updated Pricing		ZACH BLACKBURN

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
KEVIN CARTER			03/15/2023	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	SENSUS PURP 1 IPERL 10.75LL 1G 2-WIRE 6FT TRPL RECLAIM 1GAL CONFIG# I4S1GBXR	258.660/ea	258.66
1ea	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA	183.061/ea	183.06
		Bid Total	441.72

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

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

Printed By: KEVINC on 3/15/2023 11:54:23 AM

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the May 2, May 9, May 23, June 6, and June 13 City Council Meetings.

Suggested Action:

Attachments:

050223 WS.pdf

050923CC.pdf

052323CC.pdf

060623 WS.pdf

061323CC.pdf

LEHI CITY

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

Minutes of the **Work Session** of the **Lehi City Council** held Tuesday, **May 2, 2023,** at Lehi City Hall, 153 North 100 East, Lehi, Utah. The meeting began at approximately 4:00 PM.

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

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Craig Chambers, Assistant City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Steve Marchbanks, Parks Superintendent; Beau Thomas, Assistant to the City Administrator; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder

1. **Welcome and Opening Comment**
   Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock offered the opening comment.

2. **Review and Discussion of Budget Request Items**
   Every City Department was available to present their budget requests to the Council. The Council asked clarifying questions and made suggestions to be included in the final budget.

3. **Emergency Management Response Discussion**
   Scott Daybell, Lehi City Emergency Management Coordinator, answered questions and concerns about what is being done for emergency management. Here was also discussion about pre-mitigation planning and training for city staff and elected officials.

4. **Consideration of Ordinance #27-2023 approving a Temporary Land Use Regulation prohibiting the construction of ADUs in a Planned Community Zone.**
   Mr. Chambers stated that the city is doing this due to recent State Legislation.

   Lorin Powell, City Engineer, expressed safety concerns with additional traffic in the Traverse Mountain canyons with the limited ingress and egress. He stated that the potential for ADUs in the Planned Community Zones would create an over capacity in the sewer system in some areas.

   Mayor Johnson stated that there is property damage with sewer failure that's concerning. He stated that he hopes the Legislature will amend their legislation that caused this concern.

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Motion: Councilor Southwick moved to approve Ordinance #27-2023 a Temporary Land Use Regulation prohibiting the construction of ADUs in a Planned Community Zone. Councilor Hancock seconded the motion.

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

3. Adjournment

With no further business to come before the City Council at this time the meeting adjourned at approximately 7:07 p.m.

Approved:

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder

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LEHI CITY

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, **May 9, 2023,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilors Hancock and Koivisto joined virtually. Councilor Condie gave the opening comment.

2. Presentations and Reports

2.1 Lehi Metropolitan Donation Presentation

Ron Smith was representing the Lehi Metropolitan Water District. He mentioned that Paul Peterson had served as the chairman of the Metropolitan Water District for many years before passing away a week ago. Paul took over the position from his father in 1992 and remained chairman until 2015. During his tenure, the city of Lehi experienced significant growth, with the population increasing from 9,000 to 70,000. As water rights became a major concern, Paul played a vital role in addressing the issue for the citizens of Lehi and the Metropolitan Water District.

To honor Paul's service to the community and the district, the Mr. Smith proposed the construction of a walking bridge across the inlet of Dry Creek Lake. Currently, there is no safe way to cross the inlet without using a dangerous road. The proposed bridge would allow people to access the entire lake area, benefiting fishermen and recreational walkers. Mr. Smith suggested that the Council consider the proposal and suggested placing a plaque on the bridge in honor of Paul.

The council expressed appreciation for Paul's contributions and suggested that the proposal be part of a comprehensive plan for improvements at Dry Creek, rather than an isolated project. Overall, the council did not object to the proposal and agreed that the bridge would be a valuable addition to the area. They acknowledged the need to address outstanding questions and create a comprehensive plan.

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2.2 Fiber Network Update

Shaye Ruitenbeek, Fiber Network Manager, provided an update to the Council. The pre-registration numbers had reached 7,066, which was around 32.41% of the projected take rate. Construction for cabinet five was completed, cabinet nine was in its early stages, while cabinet 18 would begin after finishing work on the backbone. The first section of the backbone was projected to be completed in the next two to three weeks, allowing residents to start signing up in about two weeks. Testing drops and installations with a few residents in the initial area would take place within two to three weeks, and the plan was to go live in approximately four weeks. A celebration was planned for the first connection.

Shaye introduced Brad Wilbur as the lead inspector who had been doing an excellent job. The connection from the street to a customer's home, known as the drop, would involve a termination point outside the house and running fiber inside to the optical network terminal. The router provision depended on the selected Internet Service Provider (ISP).

The connection to UDOT fiber along the I-15 corridor was pending the railroad permit, but a backup plan to connect to Centra Comm's fiber was in place. The railroad permit was being pursued through American Fork, and the process was expected to take some time.

2.3 Finance Report

Dean Lundell, Finance Director, provided an update during the meeting. He mentioned that he had sent out a quarterly report the previous week via email. He stated that the revenues were generally as expected, with some areas where more funds were spent than planned, such as on class C roads and capital projects. Dean mentioned that sales tax numbers had been high for the past 18 months but had recently shown little growth, indicating a possible slowdown in the economy. However, he assured that there was no reason to panic as they were still bringing in more than budgeted. Dean discussed the impact of building permit fees and other development revenues, which were expected to be lower than the previous year. He also estimated a surplus of over $4 million in the general fund and mentioned plans to allocate it to capital projects. He acknowledged that future surpluses might not be as significant due to upcoming expenses. He concluded by mentioning that the utility funds were on track.

2.4 Family Park All-Abilities Playground Update

Trent Dyer, Parks Manager, stated that they had been working for the past five or six months with a steering committee and a playground vendor on the park project. They narrowed down the options for the playground area and received feedback from the committee. The colors of the playgrounds were different but similar in design. Councilors discussed fencing issues and the landscaping within the playground area. They clarified that the discussion was only about the playground and not the splash pad or other site amenities. The playground design focused on play value rather than heavy theming. They mentioned accessibility and the challenge of incorporating height and activity. The Councilors expressed their preferences for certain elements of the playground designs and requested additional swings and shade. The councilors also discussed the need for swinging elements that cater to children with different abilities. Trent Dyer shared the overall site plan and discussed the construction progress and future landscaping work.

3. Agenda Questions

None.

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4. Administrative Report

Jason Walker, City Administrator, updated the Council on city operations.

Greg Allred, Water Department Manager, provided an update on flood mitigation. He reported that sandbags were filled and placed at various locations. He stated that staff has been monitoring the reservoir levels and were prepared to release water through the gates once it reached elevation 4755. The gates were currently partially open, and they planned to open them fully when the reservoir reached the desired level. They were optimistic about the next 10 days, with temperatures in the 70s and some freezing at night. Debris levels in the reservoir were low, but they anticipated more debris when the water started spilling. The peak of the flooding historically occurred between Memorial Day and Rodeo Days, depending on the weather.

5. Mayor and Council Reports

The Mayor and Council reported on their assigned committees.

Brandon Gordan, Utah County Commissioner, invited the Council to participate in the Commission's Cup in July.

The meeting recesses at approximately 6:50 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:05 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilors Hancock and Koivisto were attending virtually. Mayor Southwick led the Pledge of Allegiance.

2. Presentations and Reports

2.1 Utah Valley Earth Forum's presentation of the Earth Stewardship Award to Lehi City

Todd Munger introduced James Westwater, Chairman of the Utah Valley Earth Forum. Mr. Westwater presented Lehi City with the Environment Stewardship Award.

3. 20 Minute Citizen Input

Kirk Evans raised a concern about the city's policy regarding building without regard for his water well rights. He had previously spoken to the Planning Commission about this issue, and was told they would look into it and plan accordingly. However, a month had passed without any updates, so he asked if any progress had been made. He expressed his concern that the policy should be established before considering any developments. Mayor Johnson acknowledged the comment and assured him that they would address it when the relevant item came up on the site plan review.

4. Consent Agenda

4.1) Approve Minutes from the April 11, 2023 City Council Meeting

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

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

5. Public Hearing for the Fiscal Year 2024 Lehi City Budget and Consolidated Fee Schedule

Dean Lundell, Finance Director, stated that this is part of the budget process and allows the public to provide input on the budget.

Mayor Johnson opened the public hearing.

Chris Bowerbank requested a soft opening of the Dry Creek Reservoir with minimal amenities. He would like to see public access with fishing.

6. Consideration of Ordinance #28-2023 the Wiggy Wash Zone Change from R-2 (medium density residential) to Commercial on 1.6 acres located at approximately 78 South 2300 West.

John Jensen was representing Mammoth Holdings.

Mayor Johnson asked for public comments.

Kirk Evans expressed concern with the affects this development could have on his well.

Motion: Councilor Condie moved to approve Ordinance #28-2023 the Wiggy Wash Zone Change from R-2 (medium density residential) to Commercial on 1.6 acres located at approximately 78 South 2300 West; including the Development Review Committee and Planning Commission comments; and note to staff to be mindful of Mr. Evans and to make sure the City works with him during the site plan process. Councilor Koivisto seconded the motion.

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

7. Consideration of Ordinance #29-2023 the Jeff Olsen Zone Change from Mixed Use to Heavy Commercial on 1.1-acres located at 830 and 850 West State Street.

Randy Yates was representing the applicant. He stated that their business will provide small batches of concrete.

Motion: Councilor Southwick moved to approve Ordinance #29-2023 the Jeff Olsen Zone Change from Mixed Use to Heavy Commercial on 1.1-acres located at 830 and 850 West State Street; including all 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 Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

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8. Consideration of Ordinance #30-2023 the Arias Zone Change from R-1-22/TH-5 (residential/agriculture & transitional holding) to Neighborhood Commercial on 1.98 acres located at approximately 2300 West Pioneer Crossing (7944 N 9550 W).

Motion: Councilor Albrecht moved to approve Ordinance #30-2023 the Arias Zone Change from R-1-22/TH-5 (residential/agriculture & transitional holding) to Neighborhood Commercial on 1.98 acres located at approximately 2300 West Pioneer Crossing (7944 N 9550 W), and noting that a development agreement was previously approved; including all Development Review Committee and Planning Commission comments. Councilor Condie seconded the motion.

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

9. Consideration of Ordinance #34-2023 the Sanati General Plan Amendment on 1.50-acres of property located at 460 North 1200 East changing the land use designation from LDR (low density residential) to HDR (high density residential).

The applicant was not in attendance.

The Mayor asked for public comments on items 9 and 10.

Jason Booth was representing the HOA and expressed concerns about the proposal. He also raised an issue regarding the requirement for a clubhouse according to the multifamily resident design standards. He mentioned that the developer had not disclosed this requirement initially and had not accounted for it in the site plans. The HOA emphasized their desire to maintain the existing green space and suggested that the clubhouse be built outside their current property. He also expressed a preference for lower density development in the area.

Don Watts, who lives in Cooper's Hollow, expressed his concerns about the proposed changes as well. He mentioned that the request for high density development goes against the current low-density designation in the general plan. He also raised concerns about runoff and the potential impact on his property, expressing a preference for low-density development to maintain the existing atmosphere.

Bill Greenhall, another resident, highlighted the historical boundary issues and emphasized his family's longstanding presence in the area. He expressed his strong opposition to high-density development and requested that it be kept as low density.

Karen Commish, a resident of Cooper's Hall, voiced concerns about increased traffic on 1200 East, highlighting the safety risks associated with the current traffic conditions.

Mark Urray, a resident whose backyard is adjacent to the property, also supported keeping the development at low density, stating that it would be difficult to fit high-density units into the area. He urged the City Council to deny the request.

John Collier, a resident living north of the property, echoed the sentiments of previous speakers, opposing the high-density development and requesting the maintenance of low-density zoning.

Karen Chappell, another homeowner in the vicinity, expressed concerns about safety, traffic congestion, and potential impacts on the community due to high-density development. She urged the City Council to use their discretion in making the decision and emphasized the potential ripple effects of the proposed changes.

The Council agreed to move forward with a motion even though the applicant wasn't present.

Motion: Councilor Condie moved to deny this request echoing the Planning Commission comments in that it does not conform to the General Plan; also noting that there are concerns with the additional congestion that it will cause because of the development as far as traffic, and that it would create an island of high density, also noting the DRC comment, that this would have created a LDR island on the south parcel, so it just doesn't conform to the general plan or to the goals of the city. Councilor Koivisto seconded the motion.

Councilor Albrecht suggested included that the Council had access to the Planning Commission presentation, so the applicant was heard there.

Amended Motion: Council Condie amended the motion to include Council Albrecht's comments. Councilor Koivisto seconded the amendment to the motion.

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

10. Consideration of Concept approval for the Cooper Hollow Phase 4 Concept, a 12-unit townhome development located at 460 North 1200 East.

This item was heard with item #9

Motion: Councilor Condie moved to deny the Concept for the Cooper Hollow Phase 4 Concept, a 12-unit townhome development located at 460 North 1200 East; with the same findings as item #9. Councilor Southwick seconded the motion.

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

11. Boundary Line Adjustment with Highland City

a. Public Hearing

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

b. Consideration of Ordinance #32-2023 the Dry Creek Common Boundary Adjustment of the municipal boundary line at approximately 1500 East 2900 North with approximately 1.62 acres going into Highland City.

Motion: Councilor Southwick Ordinance #32-2023 the Dry Creek Common Boundary Adjustment of the municipal boundary line at approximately 1500 East 2900 North with approximately 1.62 acres going into Highland City; including all Development Review Committee Comments and Planning Commission Comments. Councilor Albrecht seconded the motion.

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

12. Consideration of Ordinance #31-2023 a Development Code Amendment to Chapter 37, Design Standards, changing the proximity allowance for the Downtown Spacing Overlay Zone.

Kim Struthers, Community Development Director, presented on the topic of setting goals for moderate income housing as part of the General Plan. The state has been increasingly stringent in requiring cities to commit to working on these goals and report progress. One specific goal was to study the impact of reducing the spacing from 400 feet to 300 or 200 feet in the downtown area to allow for more duplexes and triplexes. The proposal aimed to change the measurement from building footprint to property line, which would make the restrictions more significant. Concerns were raised about the potential impact on the historic integrity of the downtown area and the preservation of historic homes. The possibility of demolishing both poor and good-condition historic homes was discussed, and the need for mechanisms to protect such homes was emphasized.

The discussion highlighted the challenges of balancing housing needs and preserving the downtown's character. Councilor Albrecht suggested either increasing the spacing to 300 feet or delaying the decision until mechanisms to protect historic homes were put in place. Mayor Johnson expressed concern about the potential consequences of a 200-foot buffer and its impact on serviceability.

Motion: Councilor Albrecht moved to deny Ordinance #31-2023; with the finding that it's contrary to the intent of the downtown overlay zone and characteristic of the downtown neighborhoods; and having studies the issues we have decided that it's not productive in improving the moderate-income housing element. Councilor Koivisto seconded the motion.

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

13. Consideration of Ordinance #33-2023 a Development Code Amendment to Chapter 15, identifying the approval process for land use plans.

Mr. Struthers stated that this will allow for a mini area plan in the TOD areas.

Motion: Councilor Southwick moved to approve Ordinance #33-2023 a Development Code Amendment to Chapter 15, identifying the approval process for land use plans;

including all Development Review Committee Comments and Planning Commission Comments. Councilor Condie seconded the motion.

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

14. Adjournment

With no further business to come before the City Council at this time, Councilor Koivisto moved to adjourn the meeting. Councilor Albrecht seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 9:16 p.m.

Approved: July 11, 2023

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

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LEHI CITY

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, **May 23, 2023,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock joined virtually. Councilor Koivisto gave the opening comment.

2. Presentations and Reports

2.1 Moderate Income Housing Goals Discussion

Brittany Harris, City Planner, presented on the moderate-income housing goals. She highlighted the need to provide detailed descriptions of implemented actions to the State to meet their requirements. She stated that achieving six out of seven goals would secure priority consideration for funding. Failing to meet the requirements would result in ineligibility for funding from the state tax commission and there could be daily fees for noncompliance. The discussion then shifted to the penalties for noncompliance and the duration of ineligibility for funding. The Council expressed frustration with the requirements and discussed concerns with the penalty.

Councilor Koivisto shared her reservations about reducing the lot size for detached accessory dwelling units (ADUs), as it would lead to high density and contradict the purpose of low-density areas. The councilors agreed on the difficulty of the requirements and the state's approach.

The discussion then moved to goal six, which aimed to create an overlay zone allowing moderate-income housing in any zone, subject to certain requirements.

Mayor Johnson expressed frustration about the ongoing growth issues and the need to address housing supply. They discussed various suggestions to reduce costs, such as decreasing requirements and impact fees, but Mayor Johnson argued that these measures primarily benefit

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developers and may not significantly reduce costs for customers. They also acknowledged the free market and the ability for individuals to buy homes for profit.

The conversation touched on the challenge of balancing growth and the limitations of band-aid solutions. The discussion then shifted to the idea of deed-restricted moderate-income housing and the possibility of allowing density in currently restricted areas. The council members discussed the potential pros and cons, including concerns about the need to consider spacing requirements and utility capacity.

The Council explored the concept of an overlay zone that would facilitate affordable housing without requiring general plan zoning changes. The discussion also touched on setbacks, detached ADUs (Accessory Dwelling Units), and the benefits of impact fees. The council members debated the viability of the overlay zone and the potential effectiveness of detached ADUs in promoting affordability. They emphasized the importance of careful drafting and tailoring the regulations to achieve the intended goals. The conversation concluded with an interest in seeing a draft proposal for an overlay zone that allows non-residential use and spreads out affordable units across different areas. Councilor Condie expressed interest in exploring creative solutions and promoting homeownership, while Mayor Johnson expressed concerns about an overreliance on apartments.

2.2 Conservation Easement Discussion

Todd Munger presented on the possibility of exploring Conservation Easements. The focus was on the 900-plus acres Lehi owned in Traverse Mountain and whether owning it provided sufficient protection. The concern was that future Councils could change the area plan, so the idea of conserving the land and putting it out of reach was raised.

The mountains and foothills were considered crucial to the community's identity, and preserving trails, mountain bike trails, and educational centers was seen as important. Draper's example of conserving 4,500 acres through a conservation easement was mentioned.

It was discussed that the conservation easement would only apply to property already owned by the City. The idea of finding a trustworthy party to hold the easement was raised, with Utah open lands and Utah State Recreation mentioned as potential beneficiaries.

If there was enough interest, further exploration of a model easement language and property selection would be pursued with assistance from legal. The conversation concluded with a mention of various properties, including those in the Traverse Mountain and Sky areas, that could be considered for conservation easements.

It was emphasized that careful consideration would be needed to address conflicts and ensure the rights of different user groups, such as bikers, hikers, and hunters, were protected.

Overall, the conversation revolved around the importance of preserving open space, considering conservation easements, and finding the right approach to protect natural areas and accommodate various interests.

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3. Agenda Questions
None.

4. Administrative Report
Jason Walker, City Administrator, updated the Council on city operations.

5. Mayor and Council Reports
The Mayor and Council reported on their assigned committees.

6. Consideration of Adjourning into a Closed Session to discuss the character, professional competence or physical or mental health of an individual.

Mayor Johnson asked for a motion to close the meeting.

> **Motion:** Councilor Albrecht moved to adjourn into a Closed session to discuss the character, performance or competence of an individual. Councilor Koivisto seconded the motion.
>
> **Roll Call Vote**: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

The meeting recesses at approximately 6:41 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:05 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Hancock was attending virtually. Mayor Johnson led the Pledge of Allegiance.

2. 20 Minute Citizen Input
Kenneth Paciorek expressed concerns he had with the City.

3. Consent Agenda
3.1) Approve Purchase Orders

3.2) Approve Surplus Items

3.3) Approve Minutes from the April 25, 2023 City Council Meeting

> **Motion:** Councilor Koivisto moved to approve the consent agenda items. Councilor Southwick seconded the motion.
>
> **Roll Call Vote**: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

Mayor Johnson asked for a motion to recess this meeting into an RDA meeting.

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Motion: Councilor Condie moved to close this into an RDA meeting. Councilor Southwick seconded the motion.

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

The meeting went into recess for an RDA meeting at approximately 7:15 p.m.
The meeting resumed at approximately 7:20 p.m.

4. **Consideration of Resolution #2023-25 adopting the Budget and Consolidated Fee Schedule for the City of Lehi for Fiscal Year 2024.**

Motion: Councilor Koivisto moved to approve Resolution #2023-25 adopting the Budget and Consolidated Fee Schedule for the City of Lehi for Fiscal Year 2024. Councilor Hancock seconded the motion.

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

5. **Consideration of Resolution #2023-26 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System.**

Alyson Alger, City Treasurer, stated that this is a requirement of the State that needs to be approved each year.

Motion: Councilor Koivisto moved to approve Resolution #2023-26 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System. Councilor Albrecht seconded the motion.

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

6. **Consideration of Resolution #2023-30 approving a first amendment to the agreement between Lehi City and SIRQ Construction for the pre-construction and construction management/general contractor services for Station 84.**

Tim Robinson, Deputy Fire Chief, was representing the applicant. He stated that they are requesting funds now to begin earthwork on the property.

Motion: Councilor Condie moved to approve Resolution #2023-30 approving a first amendment to the agreement between Lehi City and SIRQ Construction for the pre-construction and construction management/general contractor services for Station 84. Councilor Koivisto seconded the motion.

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

7. Consideration of Resolution #2023-29 approving an agreement between Lehi City and Integrity Inspection Solutions for the 1100 West sewer pipe lining project.

Weston Winters, Wastewater Lead, presented this agreement to the Council. He stated that this is part of a pipe rehabilitation project.

Motion: Councilor Koivisto moved to approve Resolution #2023-29 approving an agreement between Lehi City and Integrity Inspection Solutions for the 1100 West sewer pipe lining project. Councilor Albrecht seconded the motion.

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

8. Consideration of Resolution #2023-31 approving and agreement between Lehi City and All Star Striping for road striping services.

Brad Benson, Streets Manager, presenting this agreement to the Council.

Motion: Councilor Koivisto moved to approve Resolution #2023-31 approving and agreement between Lehi City and All Star Striping for road striping services. Councilor Southwick seconded the motion.

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

9. Consideration of Resolution #2023-27 approving an Option and Lease Agreement with New Cingular Wireless located at the Legacy Center.

Jason Hadley was representing the applicant.

Motion: Councilor Koivisto moved to approve Resolution #2023-27 approving an Option and Lease Agreement with New Cingular Wireless located at the Legacy Center. Councilor Albrecht seconded the motion.

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

10. Consideration of Resolution #2023-28 approving an Option and Lease Agreement with New Cingular Wireless located at the Spring Creek Substation property.

Motion: Councilor Koivisto moved to approve Resolution #2023-28 approving an Option and Lease Agreement with New Cingular Wireless located at the Spring Creek Substation property. Councilor Southwick seconded the motion.

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

11. Consideration of Ordinance #35-2023 approval of the Serenity Studios Development Code Amendment adding additional uses to personal services.

Heather Kessler was representing the applicant. She stated that she is requesting that permanent cosmetics be allowed in her studio and that required a change to the table of uses.

Motion: Councilor Koivisto moved to approve Ordinance #35-2023 approval of the Serenity Studios Development Code Amendment adding additional uses to personal services; including all Development Review Committee Comments and Planning Commission Comments. Councilor Southwick seconded the motion.

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

12. Consideration of Ordinance #36-2023 approval of the Skyridge Property General Plan Amendment from Public Facility to Very Low Density Residential on 4.07-acres located at approximately 260 East 2700 North.

The applicant stated that 4 families have purchased the property together and will construct a subdivision.

Motion: Councilor Condie moved to approve Ordinance #36-2023 approval of the Skyridge Property General Plan Amendment from Public Facility to Very Low Density Residential on 4.07-acres located at approximately 260 East 2700 North; including all Development Review Committee Comments and Planning Commission Comments. Councilor Koivisto seconded the motion.

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

13. Consideration of Concept Plan approval for the Skyridge Subdivision including 8 residential lots located at approximately 260 East 2700 North.

The applicant stated that right now the concept is for 8 residential lots which is allowed in the zone, but that will most likely only be 4 or 5 lots.

There was discussion regarding the exception to the block length standard, which is allowed due to the neighboring school property. Mr. Struthers stated that they may be required to add a pedestrian walkway, but that can be addressed in a later development phase.

Motion: Councilor Koivisto moved to grant Concept Plan approval for the Skyridge Subdivision including 8 residential lots located at approximately 260 East 2700 North; including all Development Review Committee Comments and Planning Commission Comments. Councilor Southwick seconded the motion.

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

14. Consideration of Ordinance #37-2023 approval of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls.

Kim Struthers, Community Development Director, presented the code amendment to the Council. The discussion focused on clarifying the regulations regarding the placement of a fence on top of a retaining wall. It was confirmed that a six-foot tall fence can be added on top of the retaining wall, except in cases where it could create visibility issues with driveways.

Motion: Councilor Koivisto moved to approve Ordinance #37-2023 approval of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls; including all Development Review Committee Comments and Planning Commission Comments. Councilor Southwick seconded the motion.

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

15. Consideration of Ordinance #38-2023 approval of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on State Code.

Kim Struthers, Community Development Director, stated that a bill was passed in the 2022 legislative session, limiting cities' ability to regulate aesthetics for single-family and two-family homes. However, the city's code still included regulations for two-family dwellings. The change proposed was to remove regulations on architecture and building materials for regular duplexes in standard zones. It was clarified that this change did not affect planned communities or special developments that have separate agreements.

Motion: Councilor Koivisto moved to approve Ordinance #38-2023 approval of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on State Code; including the Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

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

16. Adjournment

With no further business to come before the City Council at this time, Councilor Koivisto moved to adjourn the meeting. Councilor Southwick seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 8:09 p.m.

Approved: July 11, 2023

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

DRAFT

LEHI CITY

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

Minutes of the **Work Session** of the **Lehi City Council** held Tuesday, **June 6, 2023,** at Lehi City Hall, 153 North 100 East, Lehi, Utah. The meeting began at approximately 4:00 PM.

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

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Steve Marchbanks, Parks Superintendent; Beau Thomas, Assistant to the City Administrator; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder

1. **Welcome and Opening Comment**
   Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Council Condie who will join the meeting in progress. Councilor Koivisto offered the opening comment.

   Council Condie joined the meeting at 4:08 p.m.

2. **Discussion Items**
   2.a. Discussion of facilities at Dry Creek Reservoir
   Cameron Boyle, Assistant City Administrator, presented on the history of the Dry Creek Reservoir and proposed options for the Council to consider.

   There was discussion around different options for developing the recreational area around a Dry Creek Reservoir. Option one at full buildout would require the pipeline installation in order to store water, paved parking, restrooms, food services, rentals, beach, grass area and piers. The estimated cost for this option is $10.1 million, plus the pipeline construction at $10-12 million, plus ongoing expenses.

   Option two is similar to the first, but without a road going through. It would consist of a parking lot, foot access to the lake, and a trail around the reservoir. Residents can swim, paddleboard, and fish with their own equipment. The estimated cost for this option is around $2 million, including a restroom facility, plus ongoing expenses.

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Option three is a simplified version of option two, with just a parking lot and foot access to the lake, with no fishing and no restrooms. The estimated cost for this option is around $200,000, plus additional costs for pit restroom facilities.

The discussion also touches on the need for a pipeline for water supply, with the understanding that it could be added later if necessary. The staffing and maintenance costs for each option were discussed, with the acknowledgment that additional employees may be needed to manage the reservoir along with other park responsibilities.

During a discussion about different options for a project involving water access and parks planning, several considerations were brought up. One consideration was the need to ensure water and emergency access, including concerns about safety in the water and the possibility of a retaining wall to prevent sand from washing away. Another consideration was the study of water use and loss, including evaporation and seepage, as well as the need for clarity on irrigation company usage and potential agreements.

The discussion also touched on the potential drawbacks of certain options, such as the lack of beachfront and the need for water circulation and oxygenation. The pipeline option was mentioned as a way to maintain water levels, but it was acknowledged that it wouldn't guarantee pristine recreation. Before decisions are made to proceed with any park amenities, concerns about balancing costs and water availability need to be addressed.

2.b Discussion of funding for sidewalks

Dean Lundell, Finance Director, presented on the issue of downtown sidewalks, acknowledging that it had been a long-standing problem. The challenge was the high cost involved in constructing sidewalks, especially in older parts of town where they were not initially required. Some downtown sidewalk projects have been completed using federal Community Development Block Grant (CDBG) funds, specifically allocated for certain types of projects in qualifying areas. However, the available funding is limited, with only two to three hundred thousand dollars granted annually.

Mr. Lundell presented some cost estimates, stating that installing sidewalks, curbs, gutters, and asphalt for the entire downtown area would exceed 16 million dollars. The current funding of two to three hundred thousand dollars per year from CDBG would take an extensive amount of time to cover the expenses. He explained that the amount of CDBG funding received was determined by a formula based on the city's population and economic conditions, and it might increase slightly as the population grew.

Mr. Lundell proposed the idea of using special assessment areas, also known as special improvement districts, where the city would make the necessary improvements benefiting individual property owners. The property owners would then repay the city over time through monthly payments. He mentioned the need for public hearings and a protest period, during which property owners could voice their objections to the proposed improvements.

The Council raised concerns about the financial burden on homeowners, especially those on fixed incomes, who might struggle to afford the assessments. They discussed the complexities of implementing a special assessment system and its potential effects on homeowners.

3. Adjournment

With no further business to come before the City Council at this time the meeting adjourned at approximately 5:40 p.m.

Approved:

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder

DRAFT

LEHI CITY

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, **June 13, 2023,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Councilor Southwick and Councilor Koivisto, who will join the meeting in progress. Councilor Hancock gave the opening comment.

Councilors Koivisto and Southwick joined the meeting by 5:35 p.m.

2. Presentations and Reports

2.1 Fiber Network Update

Shaye Ruitenbeek gave an update to the Council on the Fiber Network Construction. She stated that they connected our first customer yesterday. By today they already connected 13 customers, resulting in approximately 59 service orders. She stated that they expect more customers to come in gradually over time. In terms of pre-registration, they have almost 7,200 total pre-registrations. As for the build-out process, they are currently working on cabinet five.

During the discussion, it was clarified that construction follows the DRC process, with some areas having already gone through the approval stage. However, there are more approved areas than those ready for construction due to factors such as capacity and the availability of subcontractors. The criteria for determining the next area is not yet finalized and pre-registration is still a factor. The proximity to the backbone and the demand for service play a role in the selection process.

Mrs. Ruitenbeek reported that the backbone from area one to two is nearly completed. The number of cabinet areas in the city is around 41, each capable of serving approximately 400 to 500 homes, with provisions for future growth.

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Regarding home connections and potential obstacles like concrete patios, different options such as boring underground or exploring alternate connection points were discussed. It was mentioned that clarification is needed on ISP websites regarding costs, as some sites only listed ISP costs without explicitly mentioning the inclusion of municipal service costs.

Overall, the progress of the fiber project was commended. It was suggested to request ISPs to provide clearer information on their websites.

2.2 State Auditor's Office Fraud Risk Questionnaire Report

Dean Lundell, City Finance Director presented on the State Auditor's Office fraud risk questionnaire report. Mr. Lundell explained that it is an annual requirement to complete a self-assessment survey to ensure financial resources are secure. The questionnaire examines factors such as separation of duties and financial policies. He noted that a fraud hotline was implemented to allow anonymous reporting.

The city received a score of 375 out of 395, indicating strong adherence to controls. While the city strives for improvement, they consider their score to be excellent. The report will be posted on the State Auditor's website. Dean Lundell mentioned the collaboration among Finance Directors in the area to exchange ideas and best practices.

2.3 PARC Fund Recommendations and Discussion

Nicole Kunze, Chair of the PARC Committee, presented the Council with the Committee's recommendations. She said the committee had been meeting for the past few months and had reviewed a total of 22 applications for arts and culture grants, a significant increase compared to the previous year. The requested grant amount was $849,409, but the available funding was $475,000. The committee recommended funding $444,740 for certain organizations and carrying over $30,260 for the following year. She highlighted that Thanksgiving Point was partnering with the community by providing free venues for some events.

The Council expressed their appreciation for Thanksgiving Point's involvement in the community and their contribution to other nonprofits. The Council commended the committee for their thoroughness in summarizing the grant applications and expressed support for their recommendations.

There was discussion of how to provide funding to refurbish the Lehi Silver Bandwagon as they did not qualify to receive funds. Thanksgiving Point volunteered to provide funding for the refurbishment.

2.4 Planning Department's Report from Lessons Learned in Netherlands Part I

This item has been postponed to a future meeting.

3. Agenda Questions

None.

4. Administrative Report

Jason Walker, City Administrator, updated the Council on city operations.

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5. Mayor and Council Reports
The Mayor and Council reported on their assigned committees.

6. Consideration of Adjourning into a Closed Session to discuss the character, professional competence or physical or mental health of an individual.

Mayor Johnson asked for a motion to close the meeting.

Motion: Councilor Koivisto moved to adjourn into a Closed session to discuss the character, performance or competence of an individual. Councilor Southwick seconded the motion.

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

The meeting recesses at approximately 6:30 p.m.
The meeting resumed at approximately 7:05 p.m.

Regular Session, 7:05 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Koivisto led the Pledge of Allegiance.

2. Presentations and Reports
2.1 Round-Up Rodeo Royalty Presentation
The Rodeo Royalty invited the Council to participate in the celebration activities this week.

2.2 Rotary Club Presented
A representative from the Rotary Club presented an award to the Mayor for the city's participation in the Mayor's Challenge Golf Tournament.

3. 20 Minute Citizen Input
Kenneth Paciorek expressed concerns he had with the Council.

4. Consent Agenda
4.1) Approve Purchase Orders

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

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

5. 2023 Budget Amendment
a. Public Hearing
Mayor Johnson opened the public hearing. There were no comments.

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b. Consideration of Resolution #2023-39 amending the Budget for the City of Lehi for Fiscal Year 2023.

Dean Lundell, Finance Director, provided an overview of the amendment. This amendment was the last one for the year. He briefly reviewed several items in the council packet, including capital projects such as the construction of the PI reservoir and culinary well drilling in the Traverse Mountain area. They also discussed projects related to roof repairs, concrete repairs, and grants. Additionally, there was an amendment to allocate funds for debt service and the bonds issued for the City Hall and Library building. Mr. Lundell also addressed power costs, explaining the need for an additional budget allocation to cover power acquisition expenses for the rest of the year. Lastly, they mentioned a project for Pilgrims landing Park funded by COVID-related Community Development Block Grant (CDBG) funds.

Motion: Councilor Southwick moved to approve Resolution #2023-39 amending the Budget for the City of Lehi for Fiscal Year 2023. Councilor Hancock seconded the motion.

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

6. Consideration of Resolution #2023-38 approving the allocation of PARC tax funds for recreation and cultural facilities and cultural organizations within Lehi City.

Motion: Councilor Koivisto moved to approve Resolution #2023-38 approving the allocation of PARC tax funds for recreation and cultural facilities and cultural organizations within Lehi City. Councilor Condie seconded the motion.

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

7. Consideration of Resolution #2023-37 approving a street improvement agreement with Quicksilver Concrete.

Motion: Councilor Hancock moved to approve Resolution #2023-37 approving a street improvement agreement with Quicksilver Concrete. Councilor Koivisto seconded the motion.

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

8. Consideration of Resolution #2023-34 approving a water supply agreement with Central Utah Water Conservancy District for the sale of CWP and industrial water.

Lorin Powell, City Engineer, stated that this water is needed for the following agreement with Texas Instruments.

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Motion: Councilor Condie moved to approve Resolution #2023-34 approving a water supply agreement with Central Utah Water Conservancy District for the sale of CWP and industrial water. Councilor Koivisto seconded the motion.

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

9. Consideration of Resolution #2023-35 approving a water service agreement for the purchase of 3800 acre-feet of water with Texas Instruments.

Ryan Mills, with Texas Instruments, thanked the Council and stated that this agreement allows them to expand their operations in Lehi.

Motion: Councilor Koivisto moved to approve Resolution #2023-35 approving a water service agreement for the purchase of 3800 acre-feet of water with Texas Instruments. Councilor Southwick seconded the motion.

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

10. Consideration of Resolution #2023-36 approving and agreement between Lehi City and SIRQ Construction for pre-construction and construction services for the civic center and library building.

Motion: Councilor Southwick moved to approve Resolution #2023-36 approving and agreement between Lehi City and SIRQ Construction for pre-construction and construction services for the civic center and library building. Councilor Hancock seconded the motion.

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

11. Consideration of Resolution #2023-33 approving an addendum to the parks and detention area mowing services agreement between Lehi City and Brightview Landscaping.

Marlin Eldred, Economic Development Director, stated that this is an agreement for Brightview to use city property to store their equipment and they will maintain the property.

Motion: Councilor Koivisto moved to approve Resolution #2023-33 approving an addendum to the parks and detention area mowing services agreement between Lehi City and Brightview Landscaping.. Councilor Albrecht seconded the motion.

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

12. Consideration of Resolution #2023-32 approving an addendum to the parking lease agreement between Lehi City and Brian Brown.

Mr. Eldred explained the contract to the Council. The addendum allowed for the parking of a trailer in a designated parking lot to accommodate Brian's equipment storage needs for his life shop. Martin explained that the addendum was necessary as trailers were not typically allowed to be parked on side streets, and this ensured compliance. He mentioned that with the construction of the new Civic Center and library, the trailer might need to be relocated to the other parking lot, but assured Brian that they would work together on the matter. Marlin confirmed that the original agreement already outlined the designated parking areas.

Motion: Councilor Southwick moved to approve Resolution #2023-32 approving an addendum to the parking lease agreement between Lehi City and Brian Brown. Councilor Hancock seconded the motion.

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

13. Consideration of Ordinance #39-2023 the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.

Items 13 and 14 were heard together.

Steve Potter was representing the applicant. He explained that they are submitting a concept with a PUD that would then allow them to cluster the townhomes in the center of the property. The concept plan proposed a density bonus in exchange for a trail, road widening, and a substantial piece of land dedicated to open space. Concerns were raised about the donated parcel being unusable for other purposes, but it was seen as valuable for preserving natural areas. The Councilmembers debated the density increase and the importance of preserving agricultural uses. Councilor Koivisto expressed concerns about granting density bonuses in low-density zones and emphasized the need to be cautious about increasing density. The applicant provided details about the proposed development, including plans to reroute a ditch that runs through the property.

Mayor Johnson asked for public input.

Brent Cullen stated that his property neighbors this proposed development. He mentioned a nearby ditch and expressed concerns about its potential diversion, as it is currently a water source for their cows during winter.

Teresa Mott stated that she is part of the Cullen family. She questioned whether townhomes were permitted on the property. She further expressed concerns about the proposed townhomes, their impact on the agricultural setting, and the potential issues with flooding. She criticized increasing density and argued for preserving the agricultural nature of the area. She also expressed doubt about the compatibility of three-story townhomes with the agricultural environment. She also highlighted discrepancies in property usage and expressed concerns about the burden of maintaining the additional land if it were given to the city. She referenced reports of the nearby disk golf course's current condition and raised doubts about the potential

benefits of the proposed amendment. She expressed concerns for potential devaluation of their property if the townhomes were approved.

Paul Cullen expressed the same concerns as Ms. Mott.

Chance Cullen stated that he believes the proposed development is a poor fit for the agriculture area.

Dale Cullen mentioned the issue of flooding caused by a natural spring and the responsibility of keeping the adjacent ditch clear.

Tailwater was discussed as a potential issue on the property, and questions were raised about problems with tailwater from the ditch. The use of water for irrigation beyond watering cattle was mentioned. The responsibility of developers to address water concerns in their projects was emphasized.

There were inquiries about the location of the Pony Express connector and the potential need to pipe a section of the creek. Concerns were expressed about the feasibility of building homes on the property and the limited usable space. The discussion also mentioned the cost and mitigation of wetlands in the area for road construction.

The maintenance of ditches, issues with flooding, and the potential need for improvements need to be addressed.

Mayor Johnson stated that the Council now needs to address the zone change and the concept separately and asked for a motion on the zone change.

Motion: Councilor Condie moved to Ordinance #39-2023 the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South; including all Development Review Committee Comments and Planning Commission Comments. Councilor Koivisto seconded the motion.

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

14. Consideration of Concept approval for the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South.

Mayor Johnson emphasizing the importance of a geotechnical report for the property. The Council acknowledged the challenges in making a decision that night due to unanswered questions such as the issue of water control and legal liabilities and the need to determine the source of water and the responsible parties. The Mayor also mentioned the recent aerial survey showing limited standing water on the property and the need for further information on flooding patterns.

Councilor Koivisto acknowledged the constitutional right of developers to use their land within the laws and regulations of the city. However, she emphasized the Council's responsibility to respect the rights of adjacent property owners as well. Due to the complexity of the situation,

Councilor Koivisto proposed tabling item number 14, which involved the concept approval for the Griffith Estates townhome subdivision. It was suggested that the Council wait for the geotech report to provide guidance to the developer.

Motion: Councilor Koivisto moved to table this item and wait for the Geotech report to provide guidance to the developer. Additionally, it was recommended that the developer work with the neighbors to address any concerns, although it was not a requirement. Councilor Condie seconded the motion.

Councilmembers shared their thoughts, agreeing with the idea of tabling, but also expressed some concerns about imposing costly conditions on the applicant.

The council agreed to table the item and gather more information.

Councilor Albrecht would also like to see a thorough analysis of the density bonus calculations.

Amended Motion: Councilor Koivisto amended her motion to include Councilor Albrecht's comments. The amendment was seconded by Councilor Condie.

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

15. Consideration of a Plat Amendment to the Holbrook Farms Plat I, located at 3701 West 2150 North, subdividing one lot into two.

The applicant was not present. Councilor Koivisto wanted to table to item to a time that the applicant could be present. All other Councilmembers were comfortable moving forward.

Motion: Councilor Condie moved to approve the Plat Amendment to the Holbrook Farms Plat I, located at 3701 West 2150 North, subdividing one lot into two.; 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 Koivisto, No; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 opposed.

16. Consideration of Ordinance #40-2023 an Amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to once a year.

Kim Struthers, Community Development Director, proposed a revision to the general plan amendment process. The proposal suggests opening a window every January for accepting applications for general plan amendments, with the possibility of making city amendments for good cause throughout the year. The Councilmembers discussed the advantages and disadvantages of the proposal. Some Councilmembers expressed concerns about property owners having to wait for a year before their applications can be considered, while others argue that it provides stability to the general plan and encourages compliance.

There was discussion of reducing the waiting period to six months instead of a year. They also discussed the ideal months for accepting applications, considering the construction season, real estate market trends and Council agenda workload.

Motion: Councilor Condie moved to deny this item. The motion died due to lack of a second.

Motion: Councilor Hancock moved to Ordinance #40-2023 an Amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to twice per year with the months of excepting applicants be February and August. The motion was seconded by Councilor Koivisto

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

27. Adjournment

With no further business to come before the City Council at this time, Councilor Koivisto moved to adjourn the meeting. Councilor Southwick seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 10:05 p.m.

Approved: July 11, 2023 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-44 approving a cooperative agreement between UDOT and Lehi City for improvements at the intersection of 2100 North and 2300 West.

Suggested Action:

Attachments:

Res 2023-44.docx

20686_Agree_Coop_Lehi_$1500000 (for Lehi City Council).docx

Exhibit A.pdf

LEHI CITY

RESOLUTION NO. 2022-44

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A COOPERATIVE AGREEMENT BETWEEN UDOT AND LEHI CITY FOR IMPROVEMENTS AT THE INTERSECTION OF 2100 NORTH AND 2300 WEST

WHEREAS, UDOT and Lehi City desire to facilitate the construction of improvements at the intersection of 2100 North and 2300 West as part of the City's 2300 West Roadway Widening Project;

WHEREAS, on July 11, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

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

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of July, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

State of Utah
Department of Transportation

Cooperative Agreement **Local Agency Performing Work for UDOT**	Project Description: SR-194; 2100 N & 2300 W Intersection Local Agency: Lehi City	Estimated value of scope of work $1,500,000.00
PIN: 20686 CID: 74574 Project: S-0194(8)2		Date Executed

THIS AGREEMENT, made and entered into on the Date Executed, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and **LEHI CITY**, a political subdivision of the State of Utah, hereinafter referred to as the **"Local Agency."**

UDOT requested that the Work be included in the Local Agency's Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. A lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

In conjunction with Lehi City's 2300 West roadway widening project, Lehi City will provide the design and construct the improvements at the 2100 North & 2300 intersection, acceleration lane improvements, and traffic signal improvements as generally shown in the attachment as Exhibit "A" highlighted in yellow and incorporated herein by reference.

It is anticipated the project schedule will generally follow this schedule:
July 2023 – November 2023: Finalize Design
December 2023 – March 2024: Bidding and Contracting for Construction
April 2024 – Spring/Summer 2025: Finalize Roadway Construction
October 2025: Project Completion

Costs to include:

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT	**$1,500,000.00**

Once **THIS AGREEMENT** is executed, the **Local Agency** will submit the invoices of payments for the Work to the **UDOT** Region office according to the payment schedule below. The **UDOT** Project Manager will verify the completion each phase prior to payment processing. Submission of receipts and back-up documentation of payments made on the project will not be required as part of the **Local Agency** invoicing. **UDOT** will process the payment within 45 days and send a check to the **Local Agency**

Payment Schedule:

Phase	**Payment Amount**
Agreement Execution	$200,000.00
Completion of Final Design	$1,200,000.00
Substantial Construction Completion	$50,000.00
Construction Completion (Work Completion Date)	$50,000.00

Total Lump Sum Reimbursement to the Local Agency is $1,500,000.00

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the Lump Sum Payment according to the Payment Schedule for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with the approved project plans and specifications. UDOT will review and approve the project plans and specifications prior to Local Agency finalizing the design. UDOT agrees to allow Local Agency and their contractor right of access to construct proposed widening improvements within property owned by UDOT after obtaining an Encroachment Permit through the normal UDOT Permitting Process. Local Agency will notify UDOT two weeks in advance prior to starting the construction Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. **Liability:**
UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. **Termination:**
This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.

c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. **Maintenance:**
Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:
UDOT shall be responsible for Lump Sum costs associated with the Work according to the Payment Schedule. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:
If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance
The Local Agency will assure compliance of the Project with all applicable statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement. This Agreement may be executed in counterparts by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

By: _____

Title: _____

Date:_____
(IMPRESS SEAL)

CITY OF LEHI, a municipal corporation within the State of Utah

By: _____

Title:_____

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By:_____
Project Manager

Date: _____

By:_____
Region Director

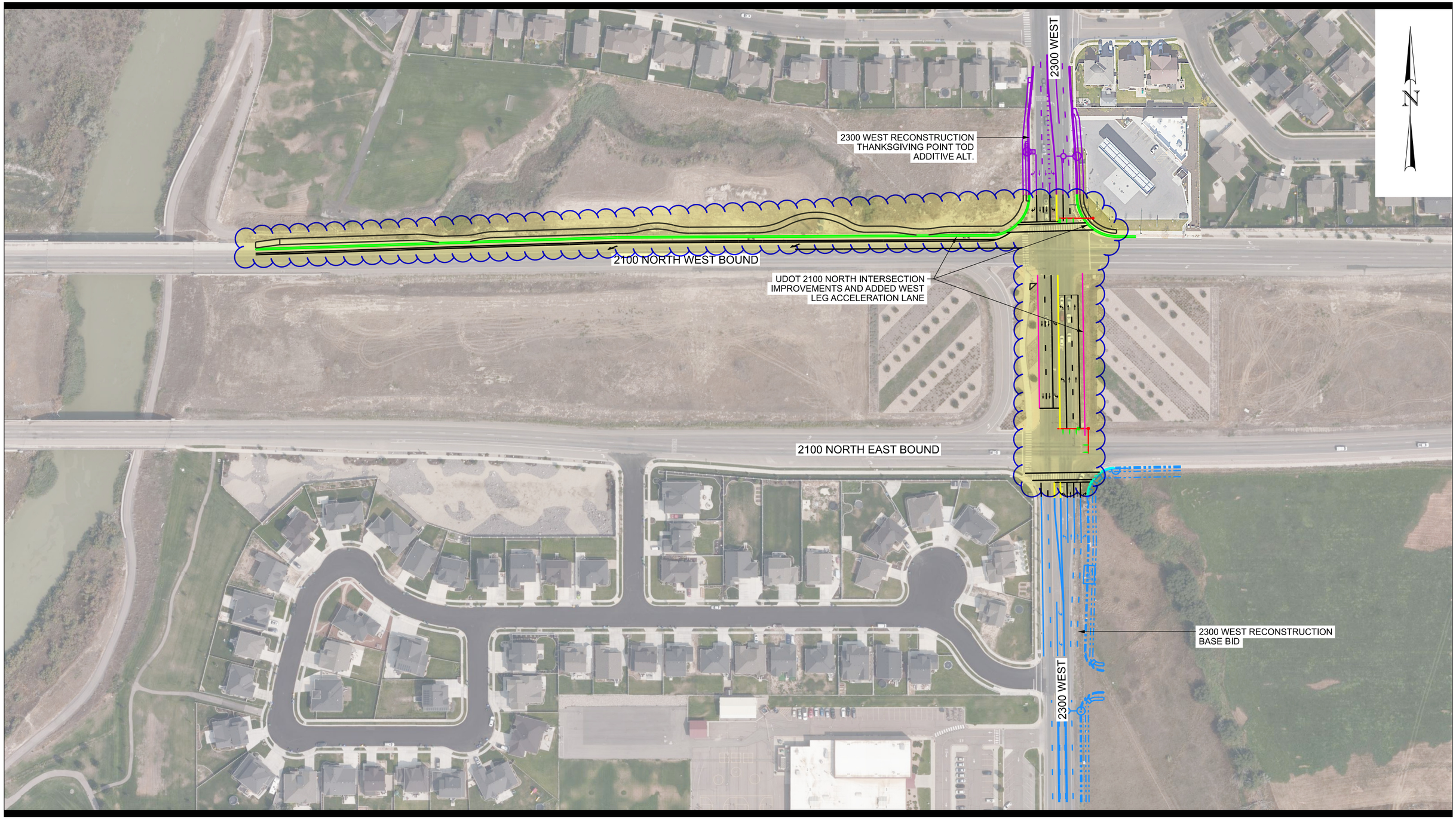
Date: _____

COMPTROLLER OFFICE

By:_____
Contract Administrator

Date:_____

EXHIBIT A



RB&G ENGINEERING, INC.

Lehi 2300 West Roadway Widening
Main Street to 2100 North

Proposed 2300 West / 2100 North
Intersection Improvements

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Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-43 approving a Real Estate Purchase Contract for the property at 51 East Main Street, Lehi.

Suggested Action:

Attachments:

Res 2023-43.docx

Pages from Real_Estate_Purchase_Contract__REPC___Utah_DRE_Form__-_UAR.pdf

LEHI CITY

RESOLUTION NO. 2023-43

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

WHEREAS, Lehi City desires to purchase the property at 51 East Main Street, Lehi, Utah ("Property"),

WHEREAS, Mr. and Mrs. Elsa and Gary Borell are willing to sell the Property to the City for $600,000, subject to the terms and conditions contained in the Real Estate Purchase Contract ("Agreement"); and

WHEREAS, on July 11th, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for with Elsa and Gary Borell; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Real Estate Purchase Contract between Lehi City and Elsa and Gary Borell attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of July, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

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REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this 10 day of June, 20 23 ("Offer Reference Date") Lehi City ("Buyer") offers to purchase from Elsa Borrell, Gary Borell ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $ 25,000.00 in the form of Check or Wire. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 51 E Main St

City of Lehi, County of Utah, State of Utah, Zip 84043 Tax ID No. 01-037-0003 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

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

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box): [ ] washers [ ] dryers [ ] refrigerators [ ] microwave ovens [ ] other (specify)** Buyer is buying building "as-is"

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

1.3 Excluded Items. The following items are excluded from this sale: Any Personal Property or Appliances that are removable.

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ 600,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$ 25,000.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$	**(b) Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$	**(c) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$	**(d) Seller Financing** (see attached Seller Financing Addendum)
$ 575,000.00	**(e) Balance of Purchase Price in Cash at Settlement**
$ 600,000.00	**PURCHASE PRICE. Total of lines (a) through (e)**

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

3. SETTLEMENT AND CLOSING.

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

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [☑ Other (explain)** No Special Assesments . The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

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

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

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [☑ Other (explain)** No HOA . The provisions of this Section 4.3(c) shall survive Closing.

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

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

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

Seller's Agent(s) Derek Seal, represent(s) **[☑ Seller [ ] both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): 5480457-PB00.

Seller's Brokerage NextHome Experts, represents **[☑ Seller [ ] both Buyer and Seller as Limited Agent;**

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

Buyer's Agent(s) W Eldred, represent(s) **[ ] Buyer [ ] both Buyer and Seller as Limited Agent(s);**

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

Buyer's Brokerage Equity Real Estate, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent.**

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

6. TITLE & TITLE INSURANCE.

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

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

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

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

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

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

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

8.3 FINANCING CONDITION. (Check Applicable Box)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

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

(a) Seller Disclosure Deadline 10 Days After Acceptance (Date)

(b) Due Diligence Deadline 21 Days After Acceptance (Date)

(c) Financing & Appraisal Deadline N/A (Date)

(d) Settlement Deadline 05.29.2026 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 **[ ] AM [☑] PM** Mountain Time on May 31, 2023 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[ ] REJECTION: Seller rejects the foregoing offer.

Elsa Borell 06/12/2023, 10:48:14 AM MDT
(Seller's Signature) (Date) (Time)

Gary Borell 06/12/2023, 04:42:44 PM MDT
(Seller's Signature) (Date) (Time)

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

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [☑] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 06/10/2023, including all prior addenda and counteroffers, between Lehi City as Buyer, and Elsa Borrell, Gary Borell as Seller, regarding the Property located at 51 E Main St, Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

1. Settlement shall take place anytime before the Settlement Deadline referenced in 24 (d). The exact date will be decided by Seller, who will provide at least 90 days notice to the Buyer. In absence of such notice, settlement shall be on 05.31.2026.

2. Seller shall give Byer a minimum of 90-day notice before desiring to close.

3. Buyer is purchasing the property in "AS-IS" Condition.

4. Buyer shall provide a commendation letter to Seller for use and to qualify for a 1033 (IRS Code Section 1033) exchange at closing.

5. 1 The Purchase Price for the property will be determined by two factors. Firstly, it will be set at a minimum of $600,000. Secondly, it will be determined by the property's current appraised value if the Seller chooses to order an appraisal. The current appraised value shall be defined as a value established through a regular or desktop appraisal within 120 days of the Settlement Deadline. The Seller will be responsible for ordering the appraisal, and the Buyer will reimburse such cost at closing not to exceed $2,500 at closing. Both parties will have access to the appraisal report. The appraisal needs to be completed no later 45 Days prior to the Settlement Deadline.

5.2 If either party disagrees with the valuation, they can order a second appraisal but must bear the cost. The second appraisal must be requested within 30 days of the first one. If the second appraisal is within 5% of the value of the first appraisal, the higher value of the two appraisals will be used. However, if the second appraisal differs by more than 5%, the two appraisals will be averaged, and the Purchase Price will be set at the average value provided it is above the minimum Purchase Price as agreed of $600,000.

6. Each party shall be responsible for paying their own brokers or representation fees for the transaction.

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

[ ] Buyer [ ] Seller Signature (Date) (Time)

[ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

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

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

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

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

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DISCLOSURE & ACKNOWLEDGEMENT REGARDING LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

THIS IS A DISCLOSURE AND ACKNOWLEDGEMENT concerning the Property located at: 51 E Main St Lehi UT 84043. This document contains certain provisions required by federal law.

LEAD WARNING STATEMENT

- Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.
- Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
- The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.
- A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SECTION 1: SELLER'S DISCLOSURE, ACKNOWLEDGMENT AND CERTIFICATION

a) Presence of lead-based paint and/or lead-based paint hazards (check one box only):

i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the Property (explain)

ii. ☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

b) Records and reports available to the seller (check one box only):

i. ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

ii. ☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

c) Seller has attached the EPA pamphlet *Protect Your Family from Lead in Your Home* to this document.

d) Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the information is true and accurate.

e) For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Elsa Borell 06/12/2023
(Seller's Signature) (Date)

Gary Borell 06/12/2023
(Seller's Signature) (Date)

SECTION 2: SELLER'S AGENT ACKNOWLEDGEMENT

Seller's Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

06/10/2023
(Agent's Signature) (Date)

SECTION 3: BUYER'S ACKNOWLEDGEMENT AND CERTIFICATION

a) Buyer has received copies of all information listed above.

b) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

c) Buyer has (initial one box only):
(i) [ ] a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **If this box is initialed, the REPC must include the Lead-Based Paint Addendum**; OR
(ii) [ ] by initialing this box, waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

d) Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the information is true and accurate.

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-42 approving an agreement with RBI for the irrigation system construction in Willow Park.

Suggested Action:

Attachments:

Res 2023-42.docx

Agreement-Willow Park Irrigation.docx

LEHI CITY

RESOLUTION NO. 2023-42

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN IRRIGATION SYSTEM CONSTRUCTION AGREEMENT WITH RBI, INC. FOR WILLOW PARK

WHEREAS, City desires the construction of a mainline sprinkler irrigation system at Willow Park; and

WHEREAS, the City issued RFP #2023-12 and selected RBI, Inc. as the lowest responsive and responsible proposal; and

WHEREAS, on July 11, 2023 the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement between Lehi City and RBI, Inc. attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of July, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR WILLOW PARK IRRIGATION SYSTEM CONSTRUCTION

THIS AGREEMENT FOR THE WILLOW PARK IRRIGATION SYSTEM CONSTRUCTION ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and RBI, Inc. whose principal place of business is located at 12712 South 125 East, Draper, Utah 84020 ("Contractor").

WHEREAS, City desires to contract for the construction of a mainline sprinkler irrigation system at Willow Park (the "Work"); and

WHEREAS, City issued RFP #2023-12 and Contractor submitted a Response to RFP #2023-12 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP #2023-12 and Contractor's Response to RFP #2023-12 dated May 17, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than 30 business days from the Effective Date.

3. Payment. City shall pay $202,000.000, plus the cost of the required performance bond, which price shall not be exceeded without prior written approval as described in this agreement. Contractor shall submit invoices for completed work and City shall pay Contractor's invoices within 30 of receipt of the invoice.

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

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment

to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

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

6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City

shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

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

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability

Insurance: 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.

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

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

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

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond in the amount of the Payment. The completed performance bond is attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement.

9.3 The performance bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

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

13. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	RBI, Inc.
Attn: Shawn Winters	Attn: Robin Ralphs
2538 North 300 West	12712 South 125 East
Lehi, Utah 84043	Draper, Utah 84020

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

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____, 2023.

RBI, Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of RBI, Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond

EXHIBIT C – Warrant Bond

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-42 approving an agreement with Ice-America for the construction of a temporary ice rink.

Suggested Action:

Attachments:

Res 2023-41.docx

Agreement-Temporary Ice Rink.docx

LEHI CITY

RESOLUTION NO. 2023-41

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH ICE-AMERICA, FOR THE CONSTRUCTION OF A TEMPORARY ICE RINK

WHEREAS, Lehi City desires to contract for the design, manufacture, and installation of an ice rink and relevant equipment for Lehi City residents to use for a two-month duration from Thanksgiving to January; and

WHEREAS, Lehi City issued RFP #2023-13, and solicited bids for the project and Ice America submitted the lowest, most responsible bid, and Lehi City desires to contract with Ice-America to perform the work;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. The Agreement between Lehi City and Ice-America attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately upon passage.

PASSED and APPROVED this 11th day of July, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

AGREEMENT FOR TEMPORARY ICE RINK

THIS AGREEMENT FOR THE TEMPORARY ICE RINK ("Agreement") is made and entered into and effective as of the date the last party signs below by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Ice-America, whose principal place of business is located at 807 Sprucelake Drive, Harbor City, CA 90710 ("Contractor").

WHEREAS, City desires to contract for the design, manufacture, and installation of an ice rink and relevant equipment for Lehi City residents to use for a two-month duration from Thanksgiving to January (the "Work"); and

WHEREAS, City issued RFP 2023-13 and Contractor submitted a Response to RFP 2023-13 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-13 and Contractor's Response to RFP 2023-13 dated May 31, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than February 2, 2024.

3. Payment. City shall pay $244,300.

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

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to

comply with the terms and conditions of this Agreement.

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

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

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (30) calendar days prior to termination.

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

If City terminates this Agreement without cause, Contractor shall be paid $75,000 for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

7. Taxes.

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

8. Indemnification and Insurance.

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

The City agrees to indemnify and hold Ice-America harmless from all liability resulting from the use of Ice-America's equipment, excluding the providing of defective equipment, by City or its affiliates or any other matters under this Agreement. The parties warrant they have full authority to enter into an agreement of this nature and be bound by terms hereof. Nothing in this Agreement shall be construed to constitute City as the employee or agent of Ice-America nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent entity responsible only for its own actions. City will promptly deliver to Ice-America any notices or papers served upon it in any proceeding covered by this indemnity, and Ice-America reserves the right to defend same at its expense.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer, other than Scott Williams may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability

Insurance: 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.

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

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

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

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.1.1 The purposes of the warranty letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.2 The warranty letter of credit shall remain valid for the entire Warranty Period.

9.3 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

11. Use Location. The City agrees that the Equipment will only be used at the designated location, with its address at 2000 West 700 South, Lehi, UT 84043. Using the equipment at any other location is prohibited without express written approval from Ice-America.

12. Equipment Security. The City will store the Equipment in a secure method during the provided period. Producer agrees to monitor the Equipment when not in use (i.e., overnight) in a secure, locked location in order to avoid unauthorized access to and use of the Equipment.

13. Insurance. The City hereby agrees that he shall obtain insurance (Property Insurance for Replacement Value, Workers Compensation, Personal Injury and General Liability, and any and all other insurance as required by local, state and federal jurisdictions) and fully indemnify Ice-America for any and all injury or loss to any persons who may use or come in contact with the Equipment except that which shall be determined to be caused by a fault or

defect of the Equipment. Proof of insurance including waiver of subrogation with primary wording and non-contributory wording must be forwarded to Ice-America prior to delivery and installation of the Equipment.

14. Operation Protocol. The City agrees:

14.1.1. to direct users to skate safely at all times;

14.1.2. that the Producer will only allow those wearing ice skates on the ice (except employees when required for ice maintenance);

14.1.3 that skaters will not be allowed on the ice during resurfacing or any time the ice is not in a safe condition as determined by a reasonable person;

14.1.4. that there will be no more than one person sitting on the skating aids at any time;

15. City Responsibilities. The City will provide Ice-America with the following:

15.1.1. Dedicate the necessary meeting time to Ice-America in order to facilitate the accomplishment of assigned task and to provide necessary prioritization of those tasks;

15.1.2. Promptly review Ice-America's reports, invoices and expenses and provide feedback and/or timely approvals where appropriate to facilitate payment in accordance with the terms outlined in this agreement.

15.1.3. Provide the required items and services listed in Exhibit A, and at Producer's sole discretion the optional items and services listed in Exhibit A.

16. Other City Expenses. The City will be responsible for any expenses not included in Ice-America's equipment and services responsibilities as listed in Exhibit A. These expenses include, but are not limited to the items listed in Exhibit A.

17. Return of Equipment to Ice-America. Ice-America supervisors will return at the end of the season to supervise the dismantling and packing for shipping of the ice rink equipment according to the schedule in Exhibit A, subject to change with approval from both parties. The City hereby agrees to provide all labor for dismantling and return of said Equipment to the Ice-America trucks arriving at the Event location at the end of each seasonal period.

18. Maintenance of Equipment. The City agrees to assist Ice-America staff in performing the following normal daily and weekly maintenance to the Equipment:

18.1.1. Equipment Cleanliness – the equipment should be cleaned and washed regularly.

18.1.2. Check for rubber hose leaks and perform any required minor hose/clamp repairs with supplied repair kit.

18.1.3. Maintain recommended glycol temperatures, glycol mixture percentage, and ice thickness.

18.1.4. Ensure that no contaminants are added to glycol to protect system from corrosion.

18.1.5. Check chiller pump pressure and ensure it stays within recommended limits of 15-20psi.

18.1.6. Repair ice cracks immediately and follow resurfacer manual maintenance schedule.

18.1.7. All other necessary maintenance will be the responsibility of Ice-America and/or their Authorized Dealers.

19. Decals, Advertising, Graphics. The City may apply decals, advertising and or graphics to the Equipment (such as sponsor advertising) as long as it is removed before the Equipment is returned to Ice-America. The Producer is responsible for damage to the paint from the labels and/or wraps and/or decals and must pay for repairs.

20. Damage. The City is responsible for paying for Equipment damage not considered due to "normal use." "Normal Use" is defined as skaters pushing the aid across the ice alone, skaters pushing the Bobby aid across the ice with another skater sitting on the aid, and any noted unreturned retnail ice skates will result in a charge of $75.00 per incomplete pair.

20.1.1. For the Ice Floor Elements, any dents to the aluminum headers or tubes is not part of normal use. Any such damage will result in a charge of $21.50 per damaged tube and $595.00 per damaged header.

20.1.2. Corrosion to the aluminum tubes due to an impure glycol mixture is not considered part of normal use. Damage from the Resurfacer running into or pushing against dasher boards or hockey pucks cracking the plastic is not considered part of normal use. Any such damage will result in a charge of $356.00 per damaged dasher board or $542.00 per damaged dasher board door.

20.1.3. Resurfacer repairs for noted damage not due to reasonable wear and tear will be billed at cost of parts plus labor only.

20.1.4. For the Bobby and Tommy Skating Aids, cracks, dents, or broken plastic from purposefully ramming the aid into the boards, other aids, or other skaters and collisions at speeds of over 10mph are not normal use. Any such damage noted will result in a charge of $425 per unit damaged.

21. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

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

23. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	Ice-America
Attn: Steve Marchbanks	Attn: Scott Williams
153 North 100 East	807 Sprucelake Drive
Lehi, Utah 84043	Harbor City, CA 90710

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

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____, 2023.

Ice-America

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Ice-America and that said document was signed by him/her in behalf of said Ice-America by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Warranty Bond

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept approval for the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South.

Suggested Action:

Attachments:

CC Staff Report Griffith's Property Concept 07.11.23.docx

Griffith Estates Concept DRC 04.26.23.docx

Griffith's Property Concept Aerial.pdf

Griffith's Property Concept General Plan.pdf

Griffith's Property Concept Zoning.pdf

Griffith_s_Property_Concept_DRC_04.26.23_Redacted.pdf

GRIFFITH'S ESTATES SUBDIVISION CONCEPT
CITY COUNCIL REPORT

Applicant	Jim Bradshaw		
Meeting Date	July 11, 2023		
Requested Action/Purpose	Approval of a proposed concept plan		
Location	300 E 1630 S		
Project Area	7.54		
Existing Zoning	A-5		
General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	PF	Spring Creek Substation
	South	A-5	Undeveloped
	East	A-5	Undeveloped
	West	PF	Dragonfly Disc Golf Course
Date of DRC Review	April 26, 2023		
Date of Planning Commission Review	May 11, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability:
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Section 17.040. Development Standards.
All Planned Unit Developments shall conform to the following standards and requirements:

A. Qualifying Districts. Planned Unit Developments may be allowed at the discretion of the Planning Commission and City Council in all agricultural and residential districts within the City. To ensure that PUD projects are able to achieve the purposes stated in Section 17.010, and to ensure that projects are large enough to support a private homeowners association, property management agency, or corporation responsible for maintenance of open space, all Planned Unit Developments shall have a minimum area requirement of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. However, it is still the burden and responsibility of the applicant to demonstrate that the purposes of this chapter can be met, and that the adequate guarantees can be made for the maintenance of all required open space and common areas. For the purposes of this section, an infill project is defined as the development, or redevelopment within an existing developed area where street networks, utilities and other infrastructure are already present as opposed to starting with raw land in a relatively undeveloped or pristine area.

Section 37.020. Multi-Family Residential Design Standards

1. Developments containing two or more buildings shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials and colors shall coordinate. If a development contains more than one building, structures shall be varied to prevent repetitive design.
2. Side and Rear Facades. These design standards shall be applicable to all sides of a building, with each facade being required to meet the terms of this section.

3. The majority of each facade, meaning 51 percent or more of the wall area excluding windows and doors, shall be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, or other durable building material as approved by the Planning Commission. Stucco, EIFS, or untreated concrete block (CMU) shall be allowed only as an accent or secondary material.
4. All buildings within a development shall have a coordinating color scheme; however not every building should be constructed from the same color scheme. Building colors should be varied to give diversity and variety to the project.
5. Townhome Building Entrances. The primary entrance and front façade of individual townhomes within a new development shall be oriented toward the following, listed in primary order:
    a. public streets
    b. parks, courtyards, or public open space;
    c. primary internal streets;
    d. secondary internal streets or alleys
6. Pedestrian circulation. Multi-family residential projects shall provide a circulation plan and include the following improvements to improve pedestrian circulation and safety:
    a. Pedestrian walkways that interconnect the adjacent streets, open spaces, parking areas, building entrys, adjacent sites and adjacent master planned trails where applicable. Each building located along a public road shall provide a sidewalk connection from the building entrance to the public sidewalk.
    b. Walkways shall be hard surfaced with concrete, brick pavers or asphalt.
    c. Crosswalks shall be placed where pedestrian walkways cross streets and internal roads and shall be painted or made of concrete or brick pavers.

REPORT ANALYSIS

The applicant requests approval of the Griffith's Estates Subdivision Concept plan located at 300 E 1630 S. The proposed use is nine townhome units. The applicant proposes the conceptual subdivision to be a Planned Unit Development (PUD) with an HOA to maintain landscaped common areas and provide trash and snow removal. Typically, PUDs require ten acres of property to be considered. The City Council will have to determine if this can be considered as infill development or if the benefits of the project merit consideration as a PUD.

The City Council should consider the site layout, the building elevations, and the DRC comments.

Site Layout
The proposed development site is shown on 1.43 acres of property in the northern part of the approximately 7.5-acre Griffith property. The plan shows nine townhome units with driveways along a private road, with a vehicle turnaround on one end. There is also landscape space with shrubs, lawn, and trees. No other community amendments are required

The remaining 6.11 acres will remain open, natural green space. The applicant proposes to dedicate it to Lehi City for use as the Power Line Trail extension to the north, natural wetlands to the south, and eventually the Pony Express Parkway Extension to the furthest south.

The plan includes eight guest parking spaces.

Building Elevations
The conceptual elevations include a variety of hard materials and several different variations in the façade. It meets the building materials and features requirements. Final elevations will be reviewed with the next application.

DRC Comments
The DRC reviewed the proposed concept plan and had 16 comments. Most of these are informational for the future site plan submittal. Comments include:

1. Turnaround must meet Lehi city Standards. Turnarounds from the IFC appendix D may be considered.
2. Project will need to meet landscape requirements Including tree, open space, and waterwise requirements. Please see Chapter 35.

3. The base density for the project would be 5 units. Staff is supportive of a density bonus of 4 units in exchange for road ROW and trail and open space dedication.
4. Staff is supportive of this as a PUD because it will include property that is needed for extension of the 1900 South roadway. (Pony Express Parkway)
5. PUDs shall have a minimum of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. This project could receive consideration as a PUD due to the potential for open space conservation with the clustered townhomes
6. Pull additional parking on the north side to the west.
7. Coordinate with Lehi City on 300 W intersection shared access for subdivision and park

Please consider the DRC comments in a motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Concept is/is not consistent with the Lehi City Development Code
2. The proposed Concept does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on May 11, 2023. The minutes and motion from this meeting are as follows:

3.7) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.

3.8) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South
Agenda items 3.7 and 3.8 were heard simultaneously.

Jacob Curtis presented information on agenda item 3.7

The applicant, Steve Potter, and Jim Bradshaw, were present.

Commissioner Newall opened the public hearing for 3.7

Teresa Mott stated she has some concerns. They have been having problems with flooding with the irrigation ditch that floods the property. There is a ditch that drains into Utah Lake and she would like to know if the developer will maintain that ditch or if will it flood their property. Once the property is developed, their crops will be shaded which will affect their hay. She asked about the fence line because they have cows on the property. If they bring in fill dirt, will the runoff flood their property? She is concerned with the children from the development getting around the cows and the ponds or being forced out of the property. She is concerned about being forced out of the community. They have farm equipment on the farm. In the proposal, they are exchanging property for nine condos. The city is going to have to maintain the property and she doesn't feel that is a fair trade because the property is unusable. She is concerned about the development affecting their property.

Paul Kolan is concerned about the ditch. He stated Greg Allred put in a new pipe because everyone knows the ditch floods and is fast moving. They are supposed to have 10 acres to put this stuff in and donate the rest to the City. The property that is being donated is trash property. When the lake rises, the new development will be underwater. He is concerned about the kids getting into the ditches and equipment and getting hurt. He stated they will put up no trespassing signs but would like a fence built. The land being donated is worthless.

Grant Kolan stated when the dirt is dug out, the water runs through the dirt like a sponge with carpet on top of it. The sewer line was run across the bottom of the field. Now when water runs out, the water hits the line like a dam and it is a pond. The water filters through the dirt and he knows if they dig it out and fill it in, their property will get all of the water and will flood. They are fighting it as it is.

Chance Kolan wanted to add with the PUD it had to be 10 acres and the whole property is 7.3 acres and they only want to rezone part of it. This development is going right over the ditch where there are flooding issues. He said it is like a floating carpet. He thinks it will be like trying to keep a building afloat.

Commissioner Newall closed the public hearing for 3.7

Commissioner Newall wanted to clarify this was for a zone change.

Commissioner Bunker addressed drainage, fencing, the height of the buildings, and the property line.

Motion: Commissioner Jackson moved to hear 3.7 and 3.8 simultaneously. Commissioner Bunker seconded. All in favor.

Jacob Curtis presented information on agenda item 3.8

The applicant, Steve Potter, and Jim Bradshaw, presented information on the item. There are power lines that are above the property that is dedicated to the City for the Pony Express Trail. They have dedicated the top and bottom portions for the trailway extension and will provide the best use of the property. The ditch will be rerouted to the canal that the City maintains. There will be a fence included in the plat which is a requirement.

Commissioner Newall opened the public hearing for 3.8

Grant Kolan stated the only outlet of the irrigation pond is at the bottom of their field and will flood their property and sit like a pond.

Teresa Mott stated she doesn't think the height won't affect the crops. If he builds it and affects their crops they are in trouble. They would like some type of study done so they aren't impacted. They would like to know for sure.

Commissioner Newall closed the public hearing for 3.8

Steve Potter stated there was a question about the soil and will do a soil study.

Commissioner Eyre asked if it wasn't a PUD how many units would be allowed. Jacob stated possibly 7 total single-family lots if the zone change stays the same. Ross Dinsdale stated it can be allowed. The base density for the project is based on the flood plain. Any irrigation ditches require approval from the owner and will have to work with them. Greg Allred has been in the area and is aware of this. Fencing requirements have to be met. Geo-tech investigations have to be done. Lehi City and American Fork have a plan to connect 1900 South and connect to American Fork to help alleviate traffic to Pioneer Crossing (Pony Express Parkway Proposed Project). The power lines go through the North end of the property. Mike stated the Utah Lake Shoreline overlay includes a cluster development. The property that is donated will be native and unusable.

Motion 3.7: Commissioner Carlson moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South**; including all DRC comments and findings stated in the report. Commissioner Jackson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Motion 3.8: Commissioner Bunker moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South**; including all DR comments and findings stated in the report. Recommend a soil study, shade study, water

impact study, and property that is decorated with Russian Olive brought back to a state that is not a menace. Commissioner Carlson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Griffith Estates Subdivision Concept
DRC Redline Comments

Jim Bradshaw- requests review of Griffith Estates Concept, a 9-unit townhome residential PUD subdivision located at 300 East 1630 South.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Lane Monson
Date of Plans Reviewed: 4/18/23
Time Start: 2:35 pm
Time End: 2:48 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Line extension required.

Garion – Fire:
2. Turnaround must meet Lehi city standards. Turnarounds from the IFC appendix D may be considered.

Ryan – Water/Sewer:
3. Sewer connection on 1630 south is only 6' deep.
4. Sewer connection to the south will require TSSD approval.

James – Parks:
5. Project will need to meet landscape requirements. Including tree, open space, and waterwise requirements. Please see Chapter 35.
6. Shawn Winters suggested adding that an irrigation ditch flows and follows the tree line. It may make sense to divert or explore options for accommodating this ditch.

Gary – Building/Inspections:
7. A soil report is needed.

Jacob – Public Works: No comments

Ross – Engineering:
8. Current city transportation master plan shows 300 East extending to the south along this project. This plan would be contingent on an updated city master plan that eliminates the 300 East connection.
9. Staff is supportive of this as a PUD because it will include property that is needed for extension of the 1900 South roadway. (Pony Express Parkway)
10. Staff is supportive of density bonus in exchange for the property needed for the roadway.
11. The base density for the project would be 5 units. Staff is supportive of a density bonus of 4 units in exchange for road ROW and trail and open space dedication.

Luke- Traffic: No comments

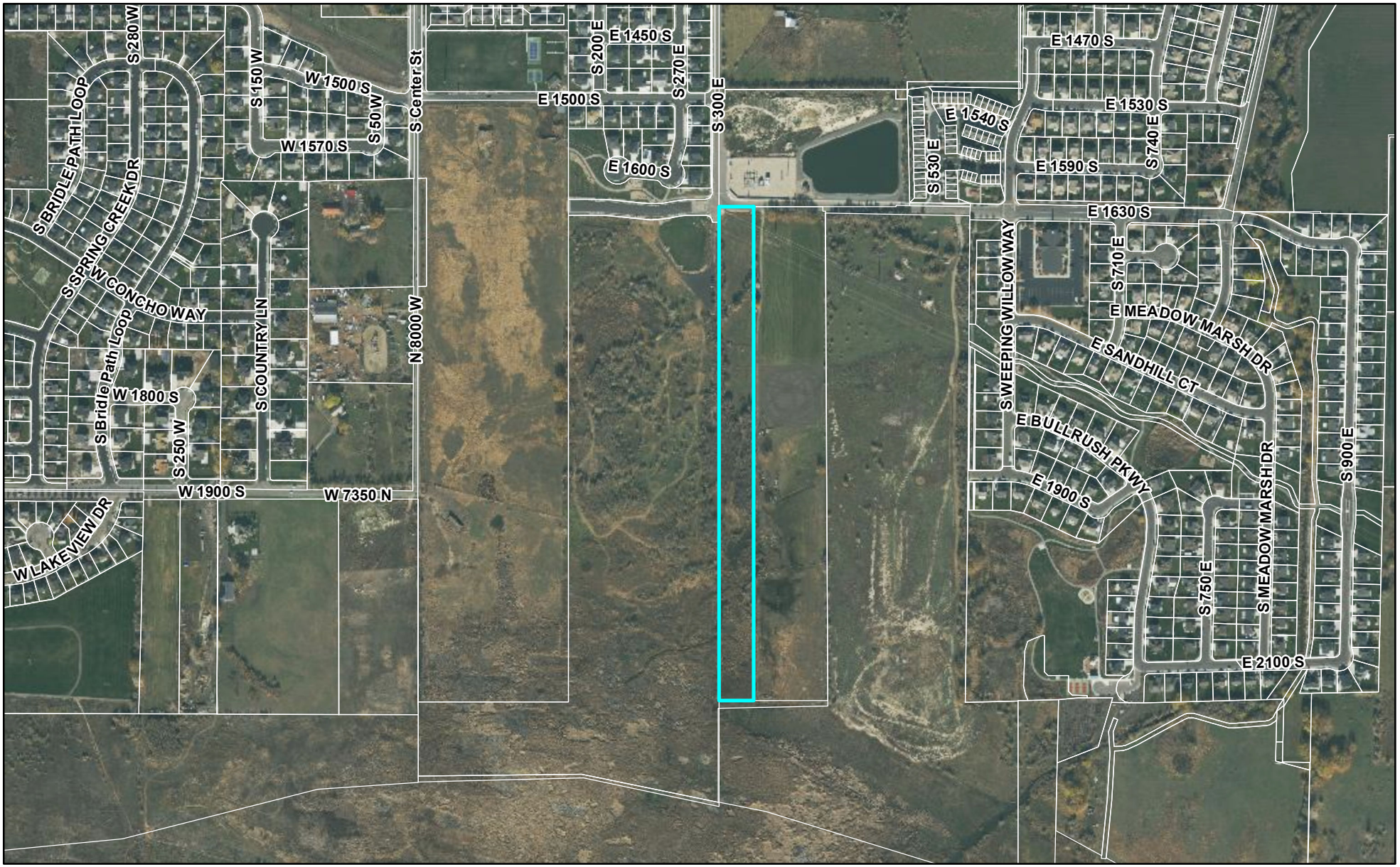
Kim – Planning:
12. PUDs shall have a minimum of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. This project could receive consideration as a PUD due to the potential for open space conservation with the clustered townhomes.
13. Recommend flared access approach off of 1630 S and a raised/continuous crossing for the trail.
14. Show master planned powerline trail through the project.
15. Pull additional parking on the north side to the west.
16. Coordinate with Lehi City on 300 W intersection shared access for subdivision and park

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MAY 11, 2023.

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.

Griffith's Property Concept

Aerial

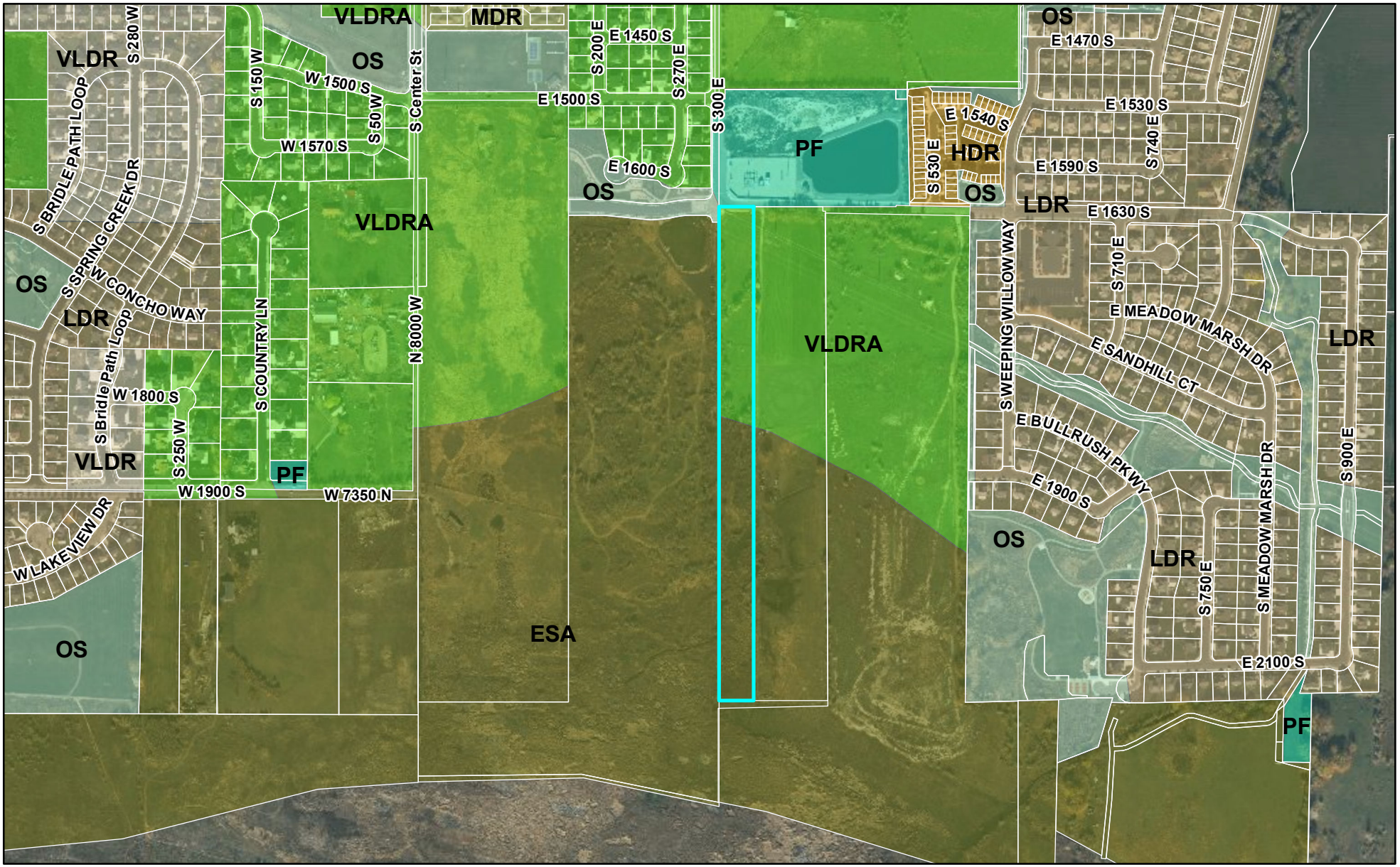


0 725 1,450 Feet

LEHI CITY

Griffith's Property Concept

General Plan

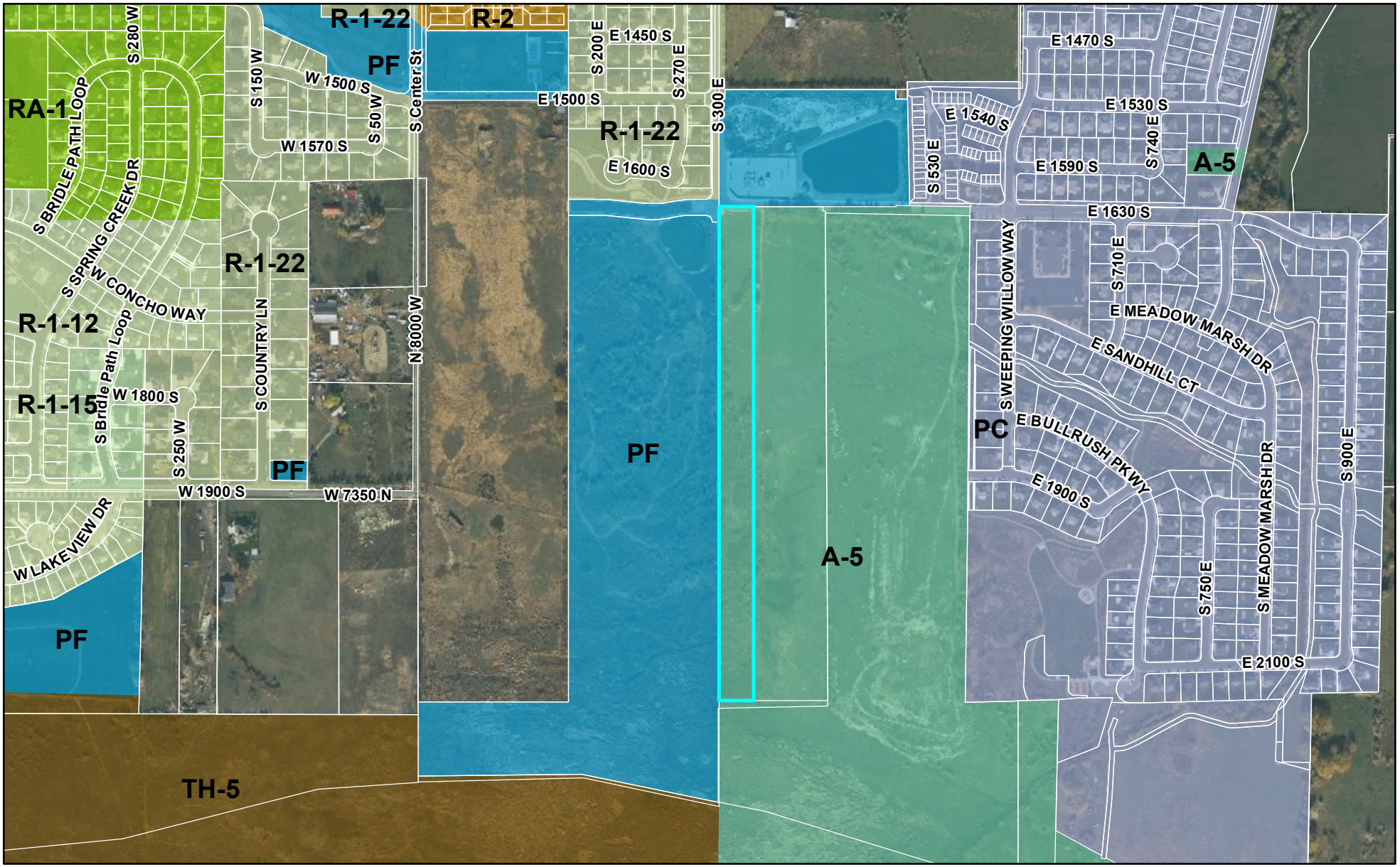


0 725 1,450 Feet

LEHI CITY

Griffith's Property Concept

Zoning



0 725 1,450 Feet

LEHI CITY

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

- Griffith Doc 2 – Lehi City Planning Zone Map, March 2022
- Griffith Doc 3 – Spring Creek Ranch Subdivision Plat – Apr 2004
- Griffith Doc 4 – Willis Crossing Subdivision Plat – Jan 2015
- Griffith Doc 5 – Anthem Country Lane Estates Plat, Mar 2006

(3) Legal description of the property proposed for the Zoning Map Amendment

- Location: 7800 West 1630 South, Lehi, Utah
- Parcel: 13:036:0004
- Legal description: Commencing South 473 feet and West 1169.5 feet from the center line of Section 21, Township 5 South, Range 1 East Salt Lake Base & Meridian; thence South 2,167 feet; thence West 151.5 feet; thence North 2,167 feet; thence East 151.5 feet to the place of beginning.

Water Rights Conveyance Requirements for Zoning Map Amendments
Applicant acknowledges that he understands the water rights conveyance requirements.

Applicant Certification

Applicant's Signature:
Title:
Date:

Property Owner:
Name: Lisa Thompson
Phone: 4358402690
Tax I.D./Parcel #: 13:036:0004
Address: 4364 Liddell Lane, Erda, Utah 84074
Signature: Lisa Thompson dotloop verified 04/04/23 9:06 AM MDT S9DR-TTFR-2GUP-UVUH
Current Zone District Assignment: A-5 Agricultural
Proposed Zone District Assignment: R-1-22 Residential / Agriculture

Concept Review
March 27, 2023

Proposed Project Name: Griffith Estates

Project Acreage: 2.16 acres; From 1630 South Street to end Parking/Turnaround area ((620 ft x 151.5 ft)/43,560 sq ft)

Address of Proposed Project: 7800 West 1630 South, Lehi, Utah. Parcel 13:036:0004

Number of lots/units: 9 Townhomes

Applicant Contact Information
Name: Jim Bradshaw
Address: [redacted]

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

City: Eagle Mountain
State: Utah
Zip: 84005
Cell#: [redacted]
Email: [redacted]

Owner Contact Information
Name: Naomi C. Griffith
Address: 4364 Liddell Lane
City: Erda
State: Utah
Zip: 84075
Cell#:
Email:

Owner's Signature of Authorization to file – To be provided

Licensed Engineer Contact Information (if applicable)
Name: Coury Morris, PE (Great Basin Engineering Inc)
Address: 5746 South 1475 East, Suite 200
City: Ogden
State: Utah
Zip: 84403
Work#: 801-689-8404
Email: courym@greatbasineng.com

The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list. Not required for Concept Review

PURPOSE
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss a project prior to the preparation of a Preliminary Plat/ Site Plan. The applicant can use the Concept Plan meetings to ask questions and receive direction on project layout. After review of the concept plan, the applicant may be advised of the specific changes or additions that may be required in the layout as a prerequisite to the approval of the Preliminary Plat/Site Plan. The applicant may also want to consult the Neighbors of the proposed project to get their views and concerns.

Please read the applicable sections of the Lehi City Development Code and Lehi City Design Standards and Public Improvements Specifications Manual before submitting any type of project application. The applicant should realize that a typical time frame for approval of a major project in Lehi City is at least four months or more, depending on the complexity of the proposed development. A concept Plan application is only the first step.

CONCEPT PLAN APPLICATION ITEMS

(1) Proposed Concept layout that identifies:

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

(a) Proposed lot lines and lot sizes: See Griffith Property Concept Plan.

(b) Name of the current owner of the property: Naomi C. Griffith.

(c) All existing structures, including setbacks and existing easements: There are no existing structures on the property.

(d) Location and names of adjacent properties/property owners and platted subdivisions:

- Brent Kolan owns parcel 13:036:0014 to the east
- Triple B Investment Group LLC owns parcel 13:036:0017 to the south
- Lehi City owns parcel 55:810:0053 to the west where the Dragonfly Disc Golf Course is located
- Lehi City also owns parcel 13:036:0010 to the north

(2) A written description of the proposed development:

(a) Type of development: Griffith Estates will be a small multi-family development of 9 townhomes.

(b) Proposed building materials: Building materials will include cement foundation, wood framing, composite wood or stucco siding, brick or stone façade, glass windows, and asphalt shingle roof.

(c) Proposed CC&Rs (if any): Griffith Estates will be a PUD with an HOA to maintain landscaped common areas and provide trash and snow removal.

(d) Proposed amenities to be included in the development: Nine townhomes will be developed on a 1.43 acre area (410 feet x 151.5 feet) in the northern part of the 7.54 acre Griffith Property. The remaining 6.11 acres (81% of the land) will remain open, natural green space. It will be dedicated to Lehi City to extend the power line trail construction on the north, preserve the ESA natural wetlands area on the south, and provide for the much-needed Pony Express Parkway Extension.

About 15,325 (0.35 acres) in the development with be a common open space with lawn and trees. Landscaping will also include a 650 sq ft shrub border on the north and south sides of the townhomes, and a flower/shrub border at the entrance of each town home. No other community amenities are planned for this development. This meets the Lehi City amenity requirements for multi-family developments with 9 units (see Chapter 37 Design Standards, Table 37.070).

3) Proposed building elevations and floor plans
See Griffith Doc 14 – Townhome proposed elevations and floor plans

(4) Supporting documentation, maps, and other information.

- Griffith Doc 6 – Griffith Property – Vicinity Map
- Griffith Doc 7 – Griffith Property Concept Plan
- Griffith Doc 8 – Griffith Property Concept Plan, North Side Section
- Griffith Doc 9 – Griffith Property Concept Plan, South Side Section
- Griffith Doc 10 – Griffith Property Survey
- Griffith Doc 11 – TSSD Sewerline and Proposed Pony Express Parkway Extension
- Griffith Doc 12 – Culinary and PI Water System Map
- Griffith Doc 13 – Storm and Sewer System Map
- Griffith Doc 14 – Townhome proposed elevations and floor plans

Naomi C. Griffith Property

300 East 1630 South, Lehi, Utah
Parcel 13:036:0004

Vicinity Map

Lehi City
Parcel 13:036:0010

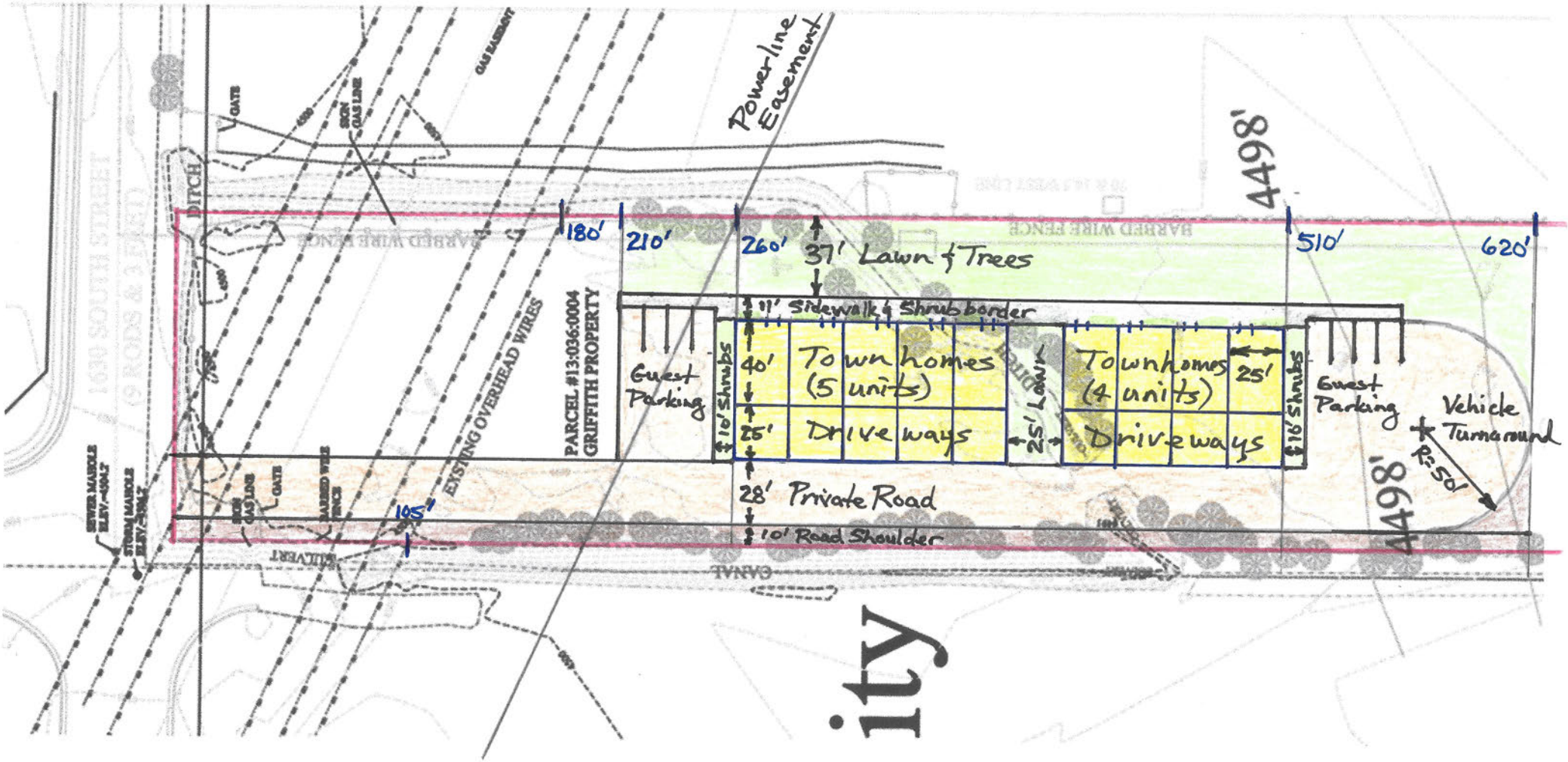
Lehi City – Dragonfly Park
Parcel 55:810:0053

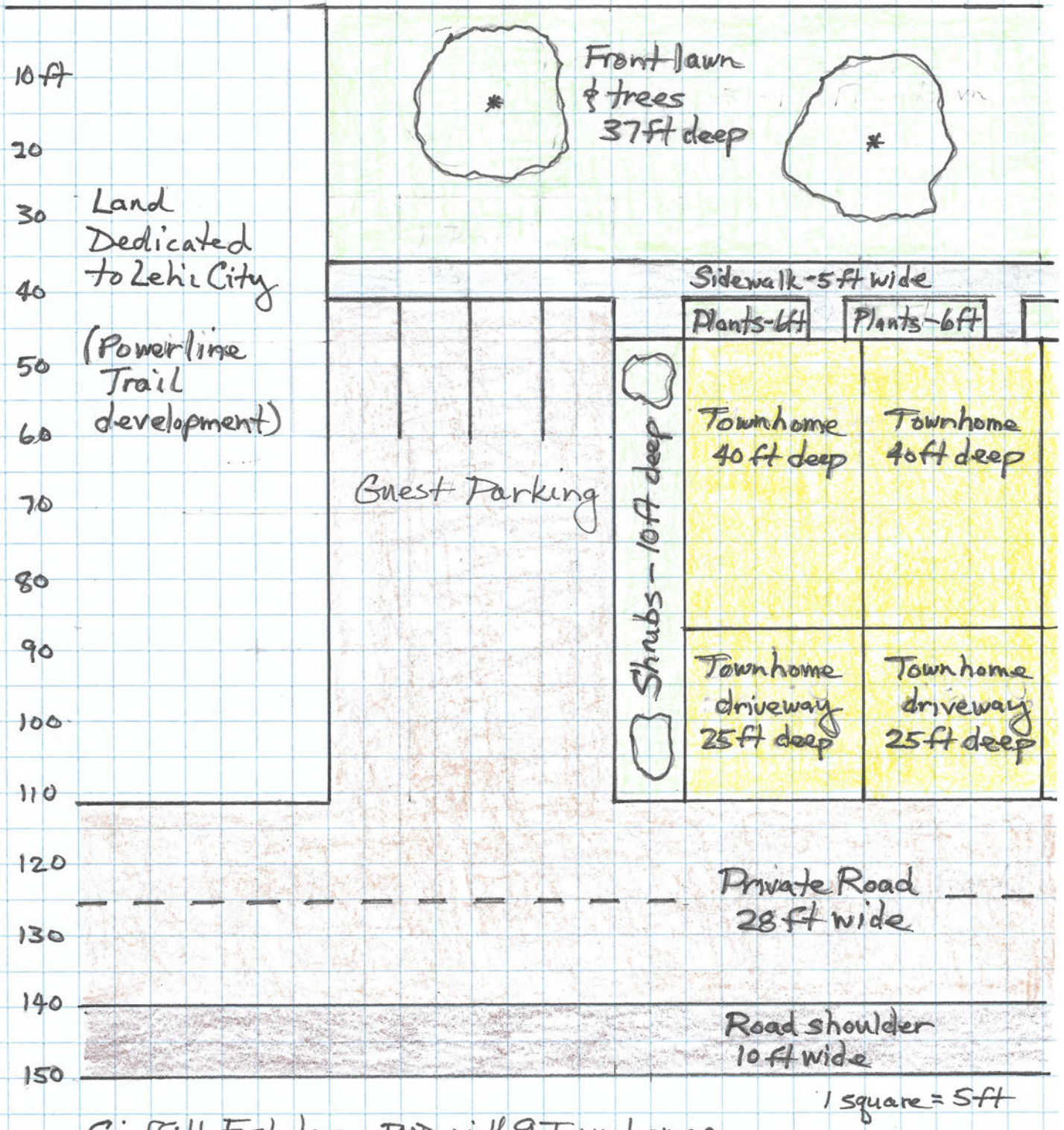
Brent Kolan
Parcel 13:036:0014

Triple B Investment Group LLC
Parcel 13:036:0017

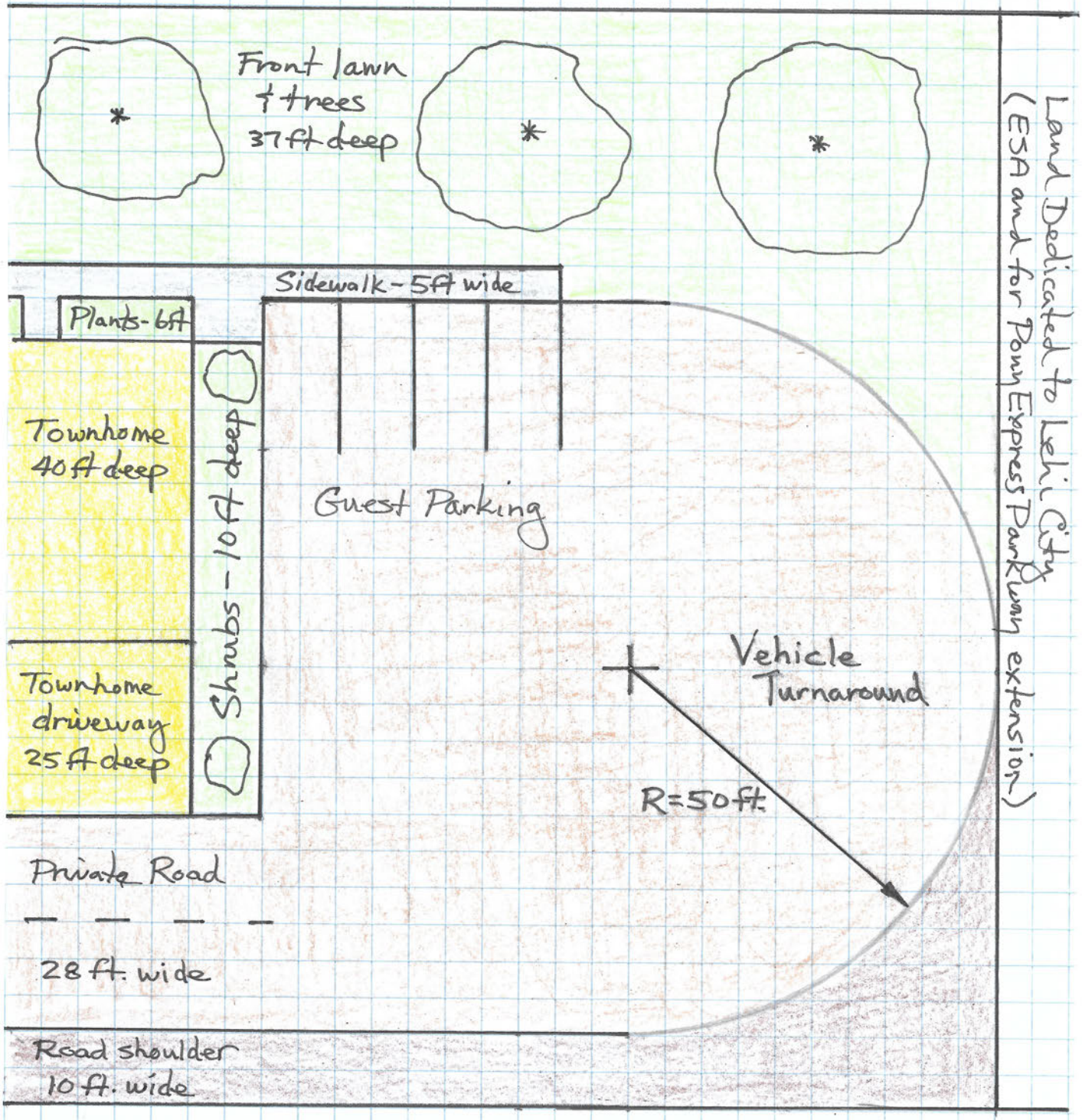


Griffith Estates – PUD with 9 Townhomes
Banyan Investments





Griffith Estates - PUD with 9 Townhomes
Concept Plan - North Side Section
Banyan Investments



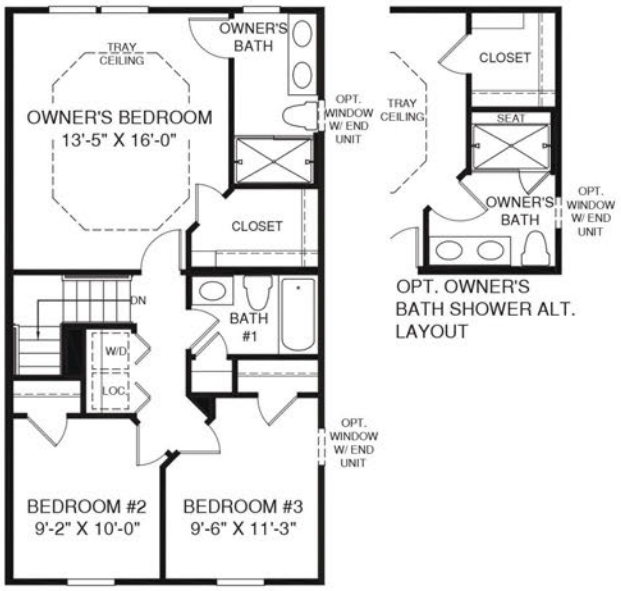
Griffith Estates - PUD with 9 Townhomes
Concept Plan - ~~X~~ South Side Section
Banyan Investments

1 Square = 5 ft.

MOZART



LOWER LEVEL ENTRY WITH REAR GARAGE



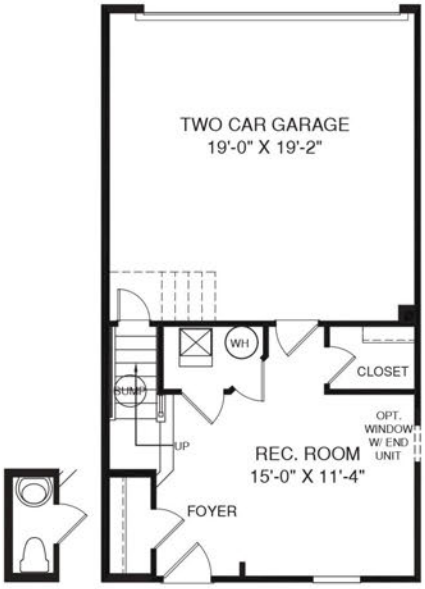
UPPER LEVEL

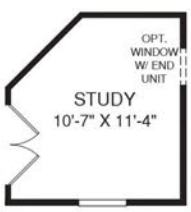
OPT. OWNER'S BATH SHOWER ALT. LAYOUT



OPT. POWDER ROOM

MAIN LEVEL



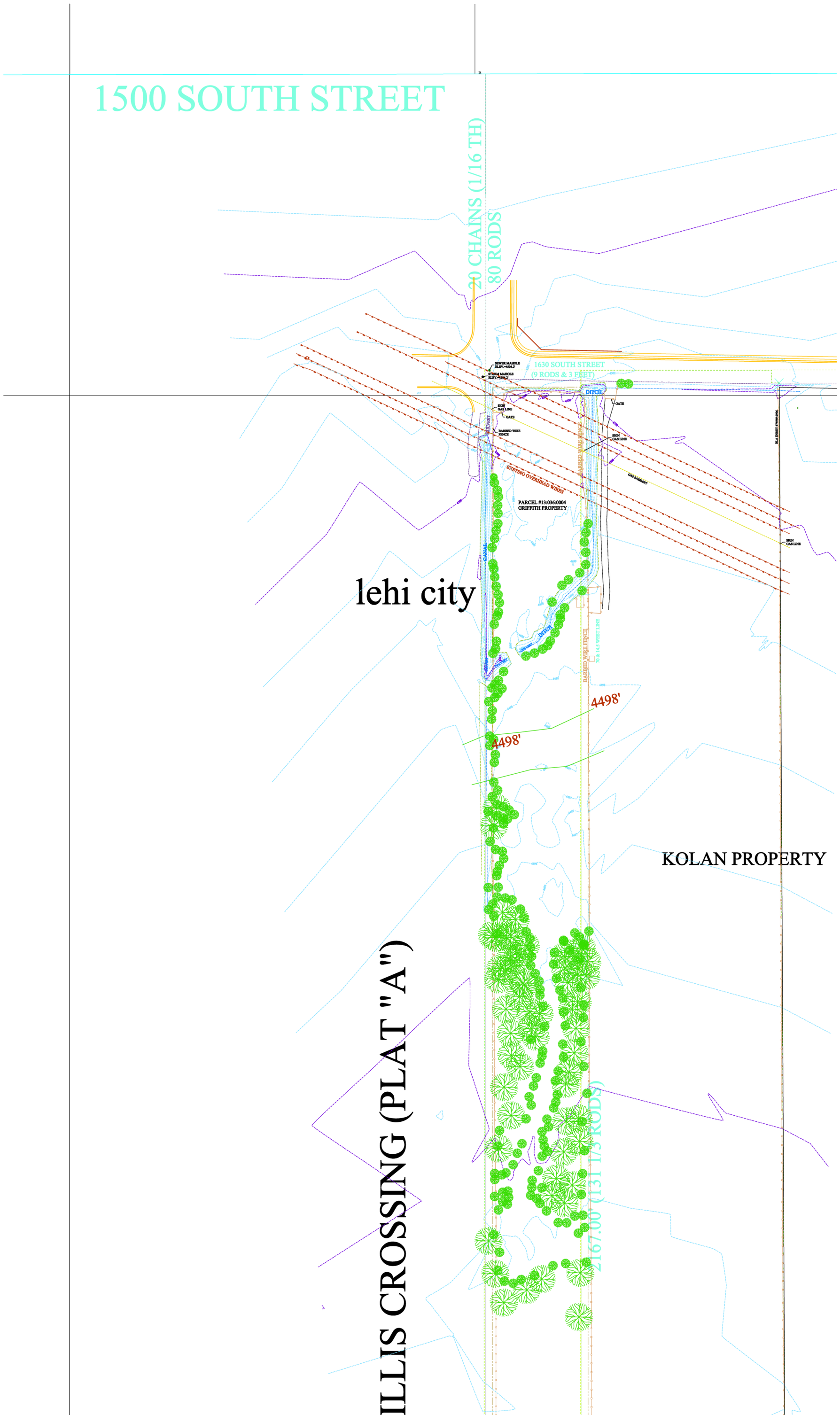


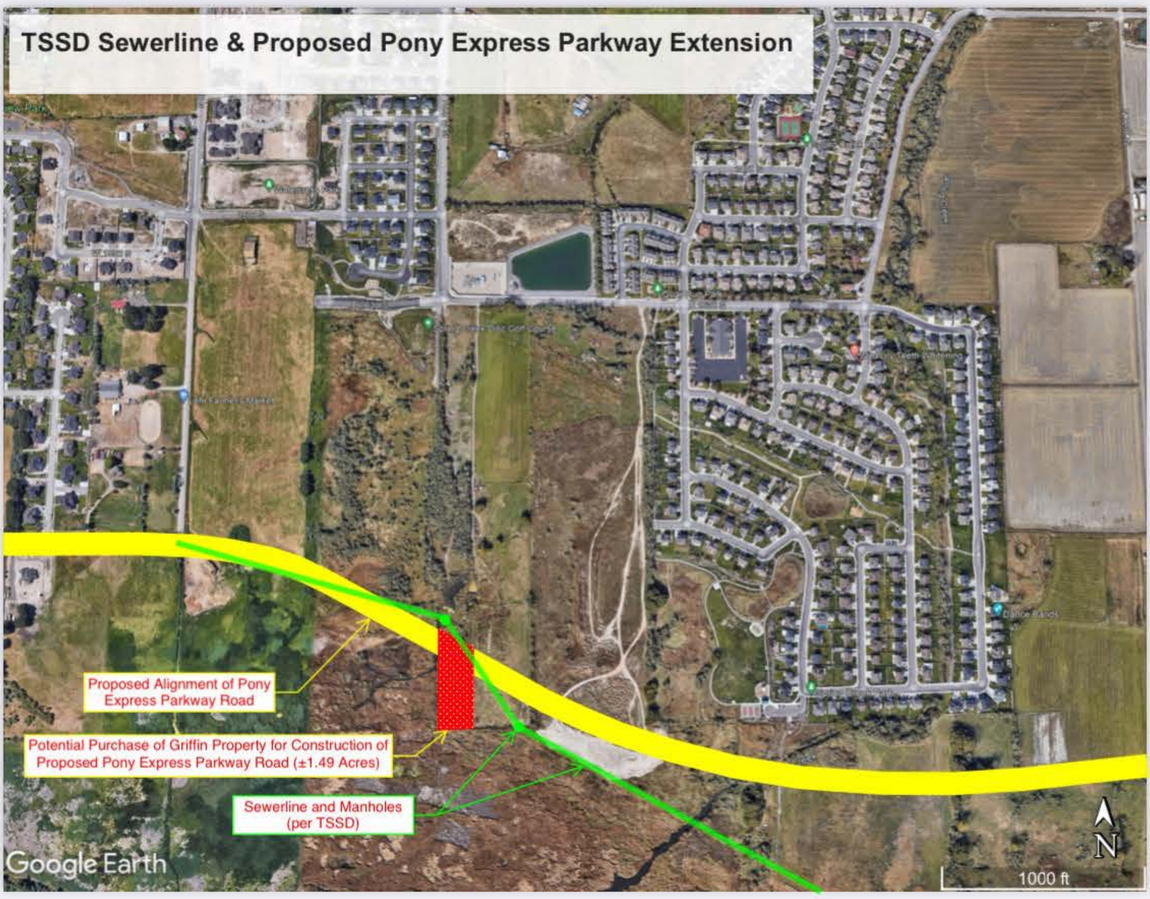
OPT. STUDY

OPT. POWDER ROOM

LOWER LEVEL

Although all illustrations and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, and room sizes may vary depending on the options and elevations selected. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. It is recommended that the architectural blueprints be reserved for further clarification of features. Not all features are shown. Please ask our Sales and Marketing Representative for complete information.
Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.


1500 SOUTH STREET
20 CHAINS (1/16 TH)
80 RODS
1630 SOUTH STREET
(9 RODS & 3 FEET)
SEWER MAHOLE ELEV.=4504.2'
STORM MAHOLE ELEV.=4504.2'
DITCH
SIGN
GAS LINE
GATE
BARBED WIRE FENCE
EXISTING OVERHEAD WIRES
GAS EASEMENT
PARCEL #13:036:0004
GRIFFITH PROPERTY
lehi city
4498'
4498'
KOLAN PROPERTY
WILLIS CROSSING (PLAT "A")
2167.00' (131 1/3 RODS)
(9 RODS & 3 FEET)
S 89°27'14" W
2631.90'


TSSD Sewerline & Proposed Pony Express Parkway Extension
Proposed Alignment of Pony Express Parkway Road
Potential Purchase of Griffin Property for Construction of Proposed Pony Express Parkway Road (±1.49 Acres)
Sewerline and Manholes (per TSSD)
Google Earth
1000 ft
N

Culinary and Pressurized Irrigation



Yellow - STORM DRAIN

GREEN - SEWER SYSTEM

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-40 approving an Amendment to the Lehi Tennis Club Development Agreement.

Suggested Action:

Attachments:

CC Staff Report Hansen Tennis Facility Development Agreement Amendment 07.11.23.docx

Lehi Tennis Club Revision DRC 06.07.23.docx

Res 2023-40.docx

Proposed Revision Summary Lehi Agreement.pdf

Amended Development Agreement-Hansen Tennis Facility 6.29.23.docx

HANSEN TENNIS FACILITY
DEVELOPMENT AGREEMENT AMENDMENT
CITY COUNCIL REPORT

Applicant	Jacob Hansen
Meeting Date	July 11, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 7, 2023

REQUIRED ACTION

City Council	Final approval

REPORT ANALYSIS

The applicant requests approval of an amendment to the previously approved Development Agreement for the Hansen Tennis Facility located at 2065 W 900 N. The applicant's narrative states that the revisions are due to economic developments that have occurred during the last two years since the project was approved. The requested amendments are broken down into four categories: building materials, phased development, landscaping and sidewalk options, and time for completion of the project.

Building Materials
The applicant proposes to consider alternative materials for the indoor courts. They propose that a fabric structure similar to Ivory Ridge's tennis club or an inflatable bubble can be considered at the developer's discretion.

Phased Development
This portion of the amendment requests that the project be broken up into three phases. The first phase would allow the outdoor clay courts to be installed with portable restrooms and a gravel driveway. Phase two would be the construction of the indoor courts and any associated land improvements such as the parking lot and drive aisle. Phase three would allow for the new indoor pickleball courts and/or a swimming pool.

If the swimming pool is added to the project, parking requirements will still need to be met entirely on-site.

Landscaping and Sidewalk Options
The requested amendment gives the developer the flexibility to defer installing landscaping along the south, east, and west sides of the building until future development takes place on any parcel adjacent to the immediate property line.

The other part of this section removes the requirement to include sidewalks on the south side of the building.

Project Completion Time
The requested amendment gives the applicant four years for completion of the project with the ability to request tow more years if needed.

Staff has concerns over the implementation of the proposed amendments and those concerns are included in detail in the DRC comments. One of the primary concerns is the triggers and timelines being in place so that the improvements and landscaping are installed as soon as possible. Several of the Reviewing Departments expressed that a Development Agreement already exists to grant flexibility from the required standards and that this additional amendment and the changes to the project are not consistent with the vision originally approved by the City Council.

The DRC had nine comments on the proposed amendment to the Development Agreement, including the follow-

ing:

1. The request to have a gravel driveway would not be allowed for standard projects, normally we'd require hard surface. It could cause dust issues, and if phase 2 never happens, it could end up being a permanent situation.
2. We wouldn't have any way to hold them to installing landscaping at a later date. All requirements need to be fulfilled with the development or not. They need to fulfill requirements whether or not they see the point in it.
3. The standards are clear in the development code, we can't start changing things for each project, we need to stay consistent.
4. If these are developed next year, will they all of a sudden be able to do it? Their reasoning sounds more like they don't want to landscape it rather than the cost.
5. Depending on the redesign, you still may be obligated to install fire sprinklers and a fire alarm system.

Please consider all of the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed amendment to the development agreement is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed amendment to the development agreement is/is not in conformance with the purposes, intent, and provisions of the original development agreement.
3. Additional findings based upon information presented during the public hearing.

Lehi Tennis Club Revision
DRC Redline Comments

Jacob Hansen- requests review of the Lehi Tennis Club revision to the Development Agreement.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob
Representatives of the Applicant Present: Jacob Hansen
Date of Plans Reviewed: 5/30/23
Time Start: 1:40 pm
Time End: 1:56 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. The difference in structure types may change the size of electrical service required. If this revision is accepted, provide calculations for electrical service requirements.

Garion – Fire:
2. Depending on the redesign, you still may be obligated to install fire sprinklers and a fire alarm system.

Ryan – Water/Sewer: No comments
James – Parks:
3. If these are developed next year, will they all of a sudden be able to do it? Their reasoning sounds more like they don't want to landscape it rather than the cost.

Gary – Building/Inspections:
4. The standards are clear in the development code, we can't start changing things for each project, we need to stay consistent.

Matt – Public Works: No comments
Ross – Engineering:
5. We wouldn't have any way to hold them to installing landscaping at a later date. All requirements need to be fulfilled with the development or not. They need to fulfill requirements whether or not they see the point in it.

Luke- Traffic: No comments
Kim – Planning:
6. Correct the spelling to "five" on the first page of the Development Agreement
7. On the addition of the swimming pool, need to better define what "encroach on parking requirements" means.
8. The request to have a gravel driveway would not be allowed for standard projects, normally we'd require hard surface. It could cause dust issues, and if phase 2 never happens, it could end up being a permanent situation.
9. On phase 3, re-word it. "Allows for the introduction" is vague.

THIS ITEM WILL RESUBMIT AND IT WILL BE SCHEDULED FOR CITY COUNCIL ON JULY 11, 2023.

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

LEHI CITY

RESOLUTION NO. 2023-40

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN JJR TENNIS CLUB LLC AND LEHI CITY

WHEREAS, JJR Tennis Club LLC ("Developer") has a legal interest in certain real property and desires to develop a commercial project on the property, but needs amendments to the previously approved Development Agreement;

WHEREAS, on July 11, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of July, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

Lehi Tennis Club: Background to Revision Application

We are writing to request revisions to our development agreement in light of the economic developments that have transpired over the past two years since we commenced our endeavor with Lehi City. Specifically, we have witnessed a substantial increase of over one million dollars in our projected costs, and there have been significant changes in interest rates. In light of these circumstances, we are asking for the city's assistance in ensuring the successful completion of this much needed project.

Option to seek other building options: We are seeking permission to consider alternative building options for the indoor courts. Given the inflation associated with steel, a fabric structure similar to Ivory Ridge's tennis club or an inflatable bubble are options that may be necessary. These options have the potential to be more cost- effective and could seamlessly integrate into the neighborhood, providing an excellent experience.

Phased development:

1. We have purchased clay courts that we would like to get installed immediatelty. There won't be anywhere for our junior tennis players to play this coming winter. We'd like the option to do a bubble or other structure so that there will be at least some option for this upcoming winter if the indoor hardcourt facility isn't completed. This structure could be permanent or temporary and its implementation would likely precede any major work on the rest of the project. We'd gravel a parking area and make sure there are restrooms available and follows the intended use of the property.
2. The main 5 court indoor project would be completed in the best case scenario in late 2023 or early 2024. However, the timeline may change depending on prevailing economic situations.
3. We've considered doing pickleball or additional tennis once the initial 7 courts are built. After seeing the pickle ball environment, we believe we will do blended lines with the indoor tennis courts, but if trends change, we may add indoor/ outdoor pickleball as originally planned. The other option would be a swimming pool as we see a large demand during the summer for swimming and would balance out winter and summer demand. Either option would fall within the parking requirements originally agreed upon.

Landscaping and Sidewalk Options: Landscaping the property has been quoted at $150,000.00. We would like to discuss some flexibility in certain areas where we believe it would neither impact anyone nor be financially justified. Given that the building is surrounded by completely empty fields and will be enclosed by a fence, the sides and rear of the building will largely remain unseen by anyone. Therefore, we propose deferring the landscaping of those areas until the surrounding areas are developed and utilized.

The clay tennis courts will have fencing around them and then additional fencing on the property line. Consequently, we don't see the point in landscaping the area as they won't be utilized by anyone.

We also would like the sidewalk, which goes around the building, and connecting to the side exits, minimized. We don't see a need for the sidewalk past the side exits and around the rear of the building.

Time for Completion of Project: We are also asking for more time to complete our project. Things have been more difficult than we could have imagined, but want to see this through. We are seeking four years for completion of the project from the original agreement date instead of two and the ability to request two more years if we haven't completed it by then.

We also want to ensure that once the clay courts are installed, we will have the ability to utilize them independetly, irrespective of whether Phase 2 or Phase 3 of the project is completed.

AMENDED DEVELOPMENT AGREEMENT

This AMENDED DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah ("City") and JJR Tennis Club, L.L.C. ("Developer"). The City and the Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto ("Property") and has an approved concept plan to construct a Tennis and Pickleball Facility with both indoor and outdoor courts, club house, pro shop, vending machine/concession area and meeting room ("Approved Use") on the Property.

C. On June 8, 2021, the City Council tabled Developer's proposed General Plan Amendment and directed City Staff to prepare a development agreement that would allow the proposed use in the current Very Low Density Residential Agricultural designation to allow a tennis and pickleball facility in the current General Plan designation and A-1 Zone.

AGREEMENT

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

ARTICLE 1

1.1 Use Approval. The City agrees, and this Agreement confirms, that a tennis and pickleball facility, in other words, the Approved Use, shall be a permitted use on the Property described herein on Exhibit "A" as of the Effective Date of this Agreement, subject to the terms of this Agreement. In consideration for the Approved Use, the minimum setbacks are allowed to be reduced to 10 feet on the side and rear yard setbacks. The building(s) that will be part of the tennis and pickleball facility described above (the "Building") may be up to 45 feet high. The Building size can be any size that fits within the 10-foot setbacks and complies with the 45-foot height maximum.

1.2 Developer may build a swimming pool on the Property, provided the site still meets parking requirements for the Approved Use, including any additional spaces required for the pool.

1.3 Developer may construct the Approved Use in multiple phases:

(a) Phase 1: Construction of the clay courts. Once completed, the clay courts could be used with portable restrooms and a gravel driveway until Phase 2 is completed.

Developer may install a bubble structure or indoor structure (such as an aluminum fabric building similar to the Ivory Ridge Tennis Club in Lehi) over the clay courts to accommodate winter play.

(b) Phase 2: Construction of the indoor courts building and land improvements such as the parking lot, landscaping, drive aisle and utilities as shows on the approved site plan.

(c) Phase 3: Construction of new indoor pickleball courts and/or swimming pool provided the site still meets parking requirements for the Approved Use, including any additional spaces required for the indoor pickleball courts and/or swimming pool.

ARTICLE 2

2.1 Developer agrees to the following:

2.1.1 Developer will install a six-foot high sight obscuring fence between the recreational facility and the adjacent residential/agricultural properties to the east and south. Developer will also include a fence or hedge along the west property line from 900 North to the start of Ascent Academy's property line. A natural barrier such as hedges may be substituted for a fence if the natural barrier extends five feet or higher at full growth.

2.1.2 Hours of operation shall be limited to the hours of 6:00 am to 10:00 pm.

2.1.3 All DRC comments noted in their review of the concept plan and dated May 12, 2021, and Planning Commission requirements from May 27, 2021, will need to be resolved to City Staff's satisfaction at the time of site plan application, provided that the Developer and City agree as follows:

(a) The Building may be constructed with up to 100% metal material, excluding the windows and other design elements used at the Developer's discretion. Other building materials may be utilized such as an aluminum fabric building similar to the Ivory Ridge Tennis Club in Lehi or a bubble-style inflatable building at Developer's discretion.

(b) If the Building's exterior material type allows, the Building will include decorative lighting on the outside. All lighting shall be shielded to minimize light trespass. Outdoor court lighting shall not exceed 25' in height.

(c) If the Building's exterior material type allows, the Building will include a cupola or some type of similar architectural design on the roof to enhance the aesthetics.

(d) If the Building's exterior material type is metal, it will have an agricultural aesthetic like what was shown in the concept plan on May 12, 2021 (DRC) and May 27, 2021 (Planning Commission).

(e) The Developer is not restricted by the A-1 Zone Lehi City Development Code requirements unless specifically stated in this Agreement.

(f) Landscaping along the south, east, and west sides of the building will be installed as future development takes place on any parcel adjacent to the immediate property line. Landscaping shall be installed within six months of recordation of a subdivision plat or other final development approval for any adjacent property. No landscaping will be required where there is double fencing surrounding the clay courts on the north and east side of the clay courts.

(g) Exterior sidewalks are not required on the south side of the Building.

(h) The site shall provide adequate on-site parking, including parking needs for events or tournaments.

2.1.4 Prior to issuance of a building permit, Developer will dedicate water for the proposed commercial recreation facility at a rate of 1.35 acre feet of culinary water per acre of property and 1.25 acre feet of irrigation water per acre of property. If the land use of the property changes, additional water may be required to be dedicated to Lehi City based on the Water Rights Conveyance Requirements in Section 27.070 of the Development Code.

2.1.5 This Agreement and Developer's right to develop and use the property described on Exhibit "A" for the Approved Use shall begin on the Effective Date and expire only upon termination of this Agreement or expiration of the Approved Use as specifically provided for elsewhere in this Agreement. This Agreement will terminate without further action by either party if Developer has not completed Phase 1 within four years of the Effective Date of this Agreement ("Termination Date"). If Developer is making reasonable progress toward completion, Developer may request an extension of the Termination Date of up to two additional years. Developer must make the request within 60 days of the Termination Date, and the City will not unreasonably withhold or delay granting such extension. Unless otherwise agreed to by the parties in writing, and except as otherwise specifically set forth in or provided by this Section 2.1.5 or Section 2.1.6 or Section 3.1 below, this Agreement and the Developer's right to develop and use the property described on Exhibit "A" for the Approved Use will continue in perpetuity.

2.1.6 Should Developer abandon the Approved Use for one full year at any time after completion of Phase 1, the Approved Use shall expire and only those uses allowed in the current A-1 Zone (or the then current zoning of the property) shall be allowed.

ARTICLE 3

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the

alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 4

4.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the Developer's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

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

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

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

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

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

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

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

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

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

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

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

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

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

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

4.13 Notices.

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

If to the City:
The Honorable Mayor Mark Johnson

Lehi City
153 North 100 East
Lehi, UT 84043

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

If to Developer:
JJR Tennis Club, L.L.C.
Attn: James V. Anderson
824 N. 700 W.
American Fork, UT 84003

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Developer.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, this Agreement shall be recorded against the property described on Exhibit "A" and shall be deemed to run with the land and shall be binding on and inure to the benefit of the City and all successors and assigns of Developer in the ownership or development of any portion of such property. To avoid any doubt, all future owners of the property described on Exhibit "A" shall be permitted to develop and use the same for the Approved Use as permitted under this Agreement, unless the Approved Use has been terminated as provided in Sections 2.1.4, 2.1.5 or 3.1 of this Agreement.

[Remainder of page intentionally left blank; signature page to follow]

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

LEHI CITY CORPORATION

_____
By: Mark Johnson
Its: Mayor

ATTEST:

_____
Teisha Wilson
City Recorder

JJR TENNIS CLUB, L.L.C.

_____
By: _____
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2021 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the _____ of JJR Tennis Club, L.L.C. and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

Exhibit “A”

Property Legal Description

COM S 71.445 FT & E 1664.460 FT FR W 1/4 COR SEC 7, T5S, R1E, SLM; S 01-28'41"W 665.689 FT; N 88-55'02"W 328.026 FT; N 01-46'23"E 665.078 FT; S 89-01'51"E 324.607 FT TO BEG. AREA 4.98 ACRES.

The foregoing is the anticipated legal description of the relevant property only. The final legal description will be determined, finalized and attached to this Agreement as the final Exhibit “A” upon the sale of the land and completion of a survey performed by Focus Engineering (or other approved firm) and agreed to by both seller and the Developer.

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #41-2023 approving a Development Code Amendment to Chapter 39, Definitions and the 05.030.B, Nonresidential Table of Uses to add Concrete Manufacturing, Small Haul use and definition.

Suggested Action:

Attachments:

CC Staff Report Ch 39 Development Code Amendment Small Haul Concrete 07.11.23.docx

Ch 39 Development Code amendment DRC 05.03.23.docx

Ord 41-2023.docx

Small Haul Concrete Manufacturing Development Code Amendment 05.03.23.pdf

SMALL HAUL CONCRETE MANUFACTURING- CHAPTER 39 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Jeff Olsen/Curb Cart Concrete
Meeting Date	July 11, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	May 3, 2023
Date of Planning Commission Review	June 8, 2023

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

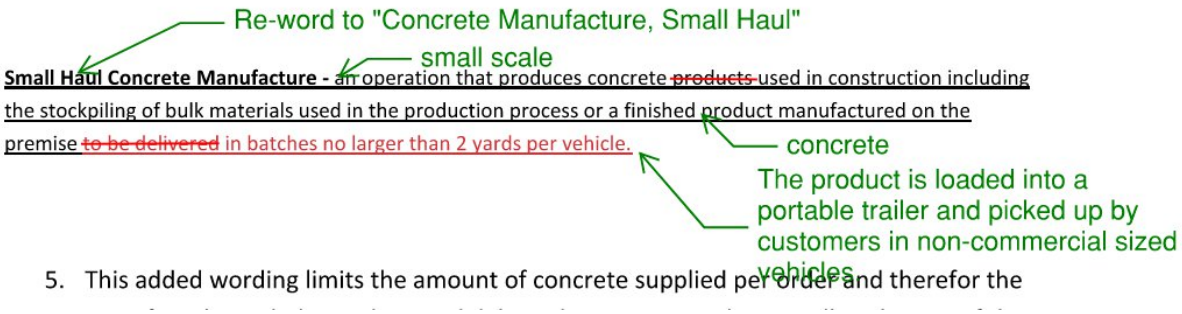
The applicant requests approval of a proposed development code amendment to Chapter 39 definitions and Table 05.030.B to add a Small Haul Concrete Manufacturing Use. The applicant utilized proposed text for the concrete manufacturing use from the City and then made adjustments to tailor it to the scale of their business.

Per the applicant's narrative, the added wording to the Code limits the amount of concrete supplied per order and therefore will impact the size of truck needed for pickup and the size of the batch plant. It would be inefficient for a standard 80,000 lb. concrete mixing truck which can typically carry 10 yards of concrete to order two yards or less.

The proposed use is shown as being permitted in the Heavy Commercial zone. The applicant recently received approval for a zone change to C-H on two properties located at 830 and 850 W State Street.

The DRC has four comments on the proposed Code amendment, including the following:

1. Recommend that if the new use is approved by the PC and CC that they also included it as a permitted use in Light Industrial
2. Re-word to "Concrete Manufacture, Small Haul"
3. This amendment would provide a needed service within a growing community.
4. Make minor changes to definition as shown in the Bluebeam session (concrete, small scale, The product is loaded into a portable trailer and picked up by customers in non-commercial sized vehicles)



5. This added wording limits the amount of concrete supplied per order and therefor the

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment would allow for a needed service within a growing community.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on June 8, 2023. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Jeff Olsen's request for review of a Development Code amendment to Chapter 39, Definitions and the 05.030.B, Nonresidential Table of Uses to add Concrete Manufacturing, Small Haul use and definition.
Katie Bussell presented information on the agenda item.

The applicant, Randy Yates, and Jeff Olsen were present. They clarified Commissioner Eyre's question for small scale by definition. The yardage was 2 yards of material or less and would operate from 8:00 am to 4:30 pm. It was recommended by DRC for heavy commercial and light industrial but would not be addressed as such tonight because it had not been noticed.

Commissioner Newall opened and closed the public hearing.

Motion: Commissioner Bunker moved to recommend approval of **Jeff Olsen's request for review of a Development Code amendment to Chapter 39, Definitions and the 05.030.B, Nonresidential Table of Uses to add Concrete Manufacturing, Small Haul use and definition**; including all DRC comments and findings stated in the report. Commissioner Everett seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

Chapter 39 Development Code Amendment
DRC Redline Comments

Jeff Olsen/Curb Cart Concrete- requests review of a Development Code amendment to Chapter 39, Definitions and the 05.030.B, Nonresidential Table of Uses to add a Concrete Manufacturing, Small Haul use and definition.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Randy Yates, Jeff Olsen, Kevin Jackson, Jean Jackson
Date of Plans Reviewed: 4/25/23
Time Start: 1:03 pm
Time End: 1:10 pm

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
Jacob – Public Works: No comments
Ross – Engineering:
1. This amendment would provide a needed service within a growing community.

Luke- Traffic: No comments
Kim – Planning:
2. Recommend that if the new use is approved by the PC and CC that they also included it as a permitted use in Light Industrial
3. Re-word to "Concrete Manufacture, Small Haul"
4. Make minor changes to definition as shown in the Bluebeam session (concrete, small scale, The product is loaded into a portable trailer and picked up by customers in non-commercial sized vehicles)

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JUNE 8, 2023.

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: 41-2023

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

WHEREAS, it has become necessary to amend Chapter 39 and Table 05.030.B of the Lehi City Development Code, adding a definition for Small Haul Concrete Manufacturing; and

WHEREAS, this amendment seeks to allow for a smaller scale version of concrete manufacturing to the Code; and

WHEREAS, following a public hearing on June 8, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 11, 2023, 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 June 8, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 39 and Table 05.030.B of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

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

PART II:

A. If a provision of this Ordinance 41 -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 11th day of July 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

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Curb Cart Concrete LLC
4758 Commerce Drive Murray, Utah 84107
385-310-7393
801-698-9583

April 25, 2023
Lehi City
Planning Division
153 North 100 East
Lehi, UT 84043

1. I (We), the undersigned, do hereby respectfully make application and petition the City of Lehi to create a new permitted (P) use in the C-H (Heavy Commercial) zone. The new permitted (P) use proposed is “Small Haul Concrete Manufacturing”. In support of this application, the following facts are shown: The properties sought to be utilized under the new permitted use are located at 830 & 850 W State Lehi Utah, serial numbers 12:020:0020, 12:020:0018 & 12-020-0115 and total 1.10 acres.

2. The property referenced above is owned by: Connie Parkes & Jackie Allen.

3. It is proposed that the property will be the location for a second location for Curb Cart Concrete, providing quality concrete in small “pick-up truck” towable trailers.

4. It is proposed that the definition of “small haul concrete manufacturing” use Lehi’s current definition of “Concrete Manufacturing” with the additional wording as follows in red.

Small Haul Concrete Manufacture - an operation that produces concrete products used in construction including the stockpiling of bulk materials used in the production process or a finished product manufactured on the premise to be delivered in batches no larger than 2 yards per vehicle.

5. This added wording limits the amount of concrete supplied per order and therefor the size of truck needed to pick up and deliver the concrete order as well as the size of the batch plant needed to supply smaller batches of concrete (2 yards or less). It would be severely inefficient for an 80,000 lb. concrete mixing truck which typically will carry 10

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yards of concrete to order/deliver 2 yards of concrete or less not to mention difficult if not impossible to load the truck with a smaller batch plant. Additionally, it would be just as inefficient to have a large-scale concrete batch plant that only distributes concrete in batches that are two yards or less. (For additional reference to size of trailers and batch plant see attached pictures of the concrete "carts" and the current "batch plant" operated at the Murray location of Curb Cart Concrete.)

6. Selling concrete in "pick-up" towable trailers with concrete supplied from a small batch plant is a relatively new concept and many cities do not have permitted uses that cover a "Small Haul Concrete Manufacturing" site.

7. Small Haul Concrete Manufacturing according to the above definition would be consistent with the following Permitted (P) and Conditional (C) uses already allowed in the Heavy Commercial zone; Construction Service, Equipment Sales and Rental, Portable Storage Container, Portable Storage Container Sales, Light Manufacturing, Processing, and Assembly, Recycling Collection Center

8. A Small Haul Concrete Manufacturing use fits with Lehi City's Zoning Plan for Heavy Commercial. The suggested property is Bordered by Interstate 15 to the East and State Street to the west, very heavy traffic areas. A Small Haul Concrete Manufacturing facility will only attract "pick-up truck" sized vehicles to tow the small trailers. Giant cement trucks would rarely if ever visit the site. Noise and dust would be very minimal with the size of the operation that is practicable, all inline with a Heavy Commercial Zone.

9. As Mentioned in the last City Planning meeting by a general contractor who happened to be in attendance, there is a huge demand for a Small Haul Concrete Manufacturing site in North Utah County. This service fills a need for small concrete jobs when a giant 40-ton truck is not needed. The current Curb Cart Concrete site in Murray is the closest Location for anyone in Utah Co. needing a small batch of concrete.

10. Beginning in 2015 in Murray Utah, Curb Cart Concrete has seen rapid growth and high demand for their service and is looking to expand into Utah County. Curb Cart Concrete provides a valuable service to the community supplying a towable trailer of quality concrete, replacing the need to hire a full-size concrete truck. The portable "Curb Carts" save the customer $400 "trip fees" required to deliver a full-size concrete truck. Weighing only 10,000 lbs. the carts also cause much less damage to sidewalks,

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driveways, landscaping, asphalt, etc. than their giant 78,000 lb. counterparts. Curb Cart will be a benefit not only to the people of Lehi and Utah Co. but also to Lehi City Public Works. Murray City has become one of Curb Cart's best customers not only because of the cost savings but also due to light impact the smaller carts have on Murray's sidewalks, roads etc. As Curb Cart only needs a small office, one of the existing homes will most likely be used for that purpose. A small "batch plant" is also required. The batch plant has a 9' hopper and an approximate 20' powder tank. To see a photo of the batch plant and for more information about Curb Cart Concrete please see the webpage at www.curbcartconcrete.com





Thank you for your consideration,

Signature of Applicant: DocuSigned by: Jeff Olsen E527B414E3FF41B... _____

Address: 4758 S. Commerce Drive Murray, Utah 84107

Phone Number: 385-310-7393

USE	DISTRICT										
	NC	C	C-H	CR	C-1	BP	LI	MU	T/M	PF	HI
Pet Grooming Facility	P	P	P	P			P	P			
Pharmacy	P	P		P		P		P			
Plant Nursery	P	P	P	P			P	P			
Portable Storage Container [See Sec. 12.130-D]	P	P	P	P	P	P	P	P	P	P	P
Portable Storage Container Sales [See Sec. 12.130-D]			C				C				
Research and Development Facilities		P	P			P	P		P		
Restaurant	P	P	P	P	P	P	P	P	P		P
Retail Facilities and Services accessory to a principal use	P	P	P	P	P	P	P	P	P		P
Retail Sales, General		P	P	P	P	P	P	P			P
Schools - Vocational and Technical		P	P	P	P	P	P	P	P		
Sexually Oriented Businesses (SOB)							P		P		
Smoke Shop							C				
Storage Units, Climate Controlled Indoor		P	P	P			P				
Storage Units, Outdoor Access [See Sec.12.130-A]			C				C				
Storage, Vehicles [See Sec.12.130-A]			C				C				
Trades Shop	P	P	P	P			P	P			
Towing and Impound Yard [See Sec. 12.130-G]							C				
Unoccupied Structures	C	C	C	C	C	C	C	C	C	C	C
Veterinary Office	P	P	P	P	P	P	P	P			
MANUFACTURING											
Cabinet and Woodworking Shop			C				P				
Cannabis Production							P				
Concrete Manufacturing							C				
Concrete Manufacturing, Small Haul			P								
Contractor's Storage Yard							C				

Notes:
P = Uses allowed as a Permitted Use.
P[1]= Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single-family dwellings shall only be permitted in areas with remaining density per Map 05.010 Maximum TOD and Mixed Use Density Map.
P[2]= Allowed provided there is remaining density as allocated per Map 05.010 Maximum TOD and Mixed Use Density Map.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[*] All uses in the Planned Community and Resort Community Zones must be authorized through an Area Plan pursuant to Chapter 15or through a Land Use Plan pursuant to Chapters 38 and 39. All uses in the Transit Oriented Development Zone must be authorized by a Land Use Plan pursuant to Chapter 38 and 39.

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: July 11, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of approval for the Cyprus Credit Union Two-Lot Subdivision with No Improvements located at 2501 North 1200 West in a Commercial Zone.

Suggested Action:

Attachments:

CC Staff Report Cyprus Credit Union Subdivision 07.11.23.docx

Cyprus Credit Union Two-Lot Subdivision DRC 06.14.23.docx

Narrative.pdf

Cyprus Credit Union Plat.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

CYPRUS CREDIT UNION SUBDIVISION
CITY COUNCIL REPORT

Applicant	TerraForm Companies		
Meeting Date	July 11, 2023		
Requested Action/Purpose	Approval of a final subdivision		
Location	2501 North 1200 West		
Existing Land Use	Japanese Auto		
Existing Zoning	Commercial		
General Plan Land Use Designation	Commercial		
Number of Lots/Units	2 Lots		
Adjacent Zoning and Land Use	*North*	Commercial	Holiday Oil
	South	Commercial	Embold Apartments
	East	Commercial/County	Storage and Repair Businesses
	West	Commercial	UDOT Storage Yard
Date of DRC Review	June 14, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.130. Final Subdivision with No Improvements.
The Final Plat Subdivision with No Improvements Application allows for a legal subdivision of land but does not allow for the construction of any new utilities, roads, or other improvements. The following information is required for all final subdivision with no improvement plats. The Reviewing Departments or City Council may require additional information as needed to evaluate the merits of the proposed subdivision:

A. General Requirements. The final plat shall be prepared by a land surveyor licensed to practice in the State of Utah and the final copy for recording shall be printed on Mylar.

All other sections in this Code applicable to final plat subdivisions are also applicable to Final Plat Subdivisions with No Improvements.

PROPERTY HISTORY

January 17, 1985 Part of this property came into the City as part of the McMurdie Annexation

February 10, 1998 Part of this property came into the City as part of the Lehi Block Plant Annexation

September 24, 2015 Planning Commission approved the Rex's Diesel & Auto Site Plan on this site.

REPORT ANALYSIS

The applicant requests approval of the Cyprus Credit Union Subdivision with no improvements located at 2501 North

1200 West in a Commercial Zone.

The applicant wants to legally subdivide an existing parcel into two parcels. No improvements will happen with this subdivision but will all take place with the future site plan. Both of the lots meet the size and access requirements for a commercial lot.
The DRC reviewed the proposed subdivision and had three redline comments:

1. Can you smooth the transition of the PUE where it steps at the boundary between lots 1 and 2 along 1200 West?
2. Change PUE to PUE&RCE
3. Reference Easement recording number for cross access easement

Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed subdivision does/does not meet the requirements of the Development Code in regard to subdivision approvals.
2. The proposed subdivision is a legal subdivision of land and does not include any improvements.
3. Other findings based upon information presented at the public meeting.

Cyprus Credit Union Two-Lot Subdivision
DRC Redline Comments

TerraForm Companies- requests review of the Cyprus Credit Union Two-Lot Subdivision with No Improvements located at 2501 N 1200 W in a Commercial zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Elliott Smith
Date of Plans Reviewed: 6/6/23
Time Start: 1:18pm
Time End: 1:23pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Can you smooth the transition of the PUE where it steps at the boundary between lots 1 and 2 along 1200 West?

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering:
2. Change PUE to PUE&RCE
3. Reference Easement recording number for cross access easement

Kim – Planning: No comments

PRIOR TO RECORDING OF PLAT:
1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed easement verification sheet (for proposed public utility easements on the plat).

DRC GENERAL COMMENTS:
1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle

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.

loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON JULY 11th

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.

June 5, 2023

Lehi City
Attn: Brittney Harris, AICP
Planning Department
153 North 100 East
Lehi, UT 84043

RE: Narrative for Cyprus Credit Union Lehi Subdivision – 2521 & 2501 North 1200 West, Lehi, UT ("Property")

Ms. Harris,

The purpose of this narrative is to briefly outline the proposal for a 2 lot Final Subdivision with no Improvements for the Property referenced above.

Lot 1 on the plat is 1.163 acres, and will continue to be owned and operated by Japanese Auto. Lot 2 will be owned by Cyprus Credit Union, who is in the process of preparing and submitting a site plan for a new, ground up credit union on this Lot.

As you can see on the plat, there is a cross access easement that benefits both Lots. This cross access easement along with construction responsibility and maintenance obligations are described in the Easement and Restrictive Covenant Agreement that is recorded against both parcels.

Please don't hesitate to contact me with any questions regarding this proposal. Thank you for your time and consideration.

Sincerely,

Elliott B. Smith
Managing Partner
TerraForm Companies, LLC

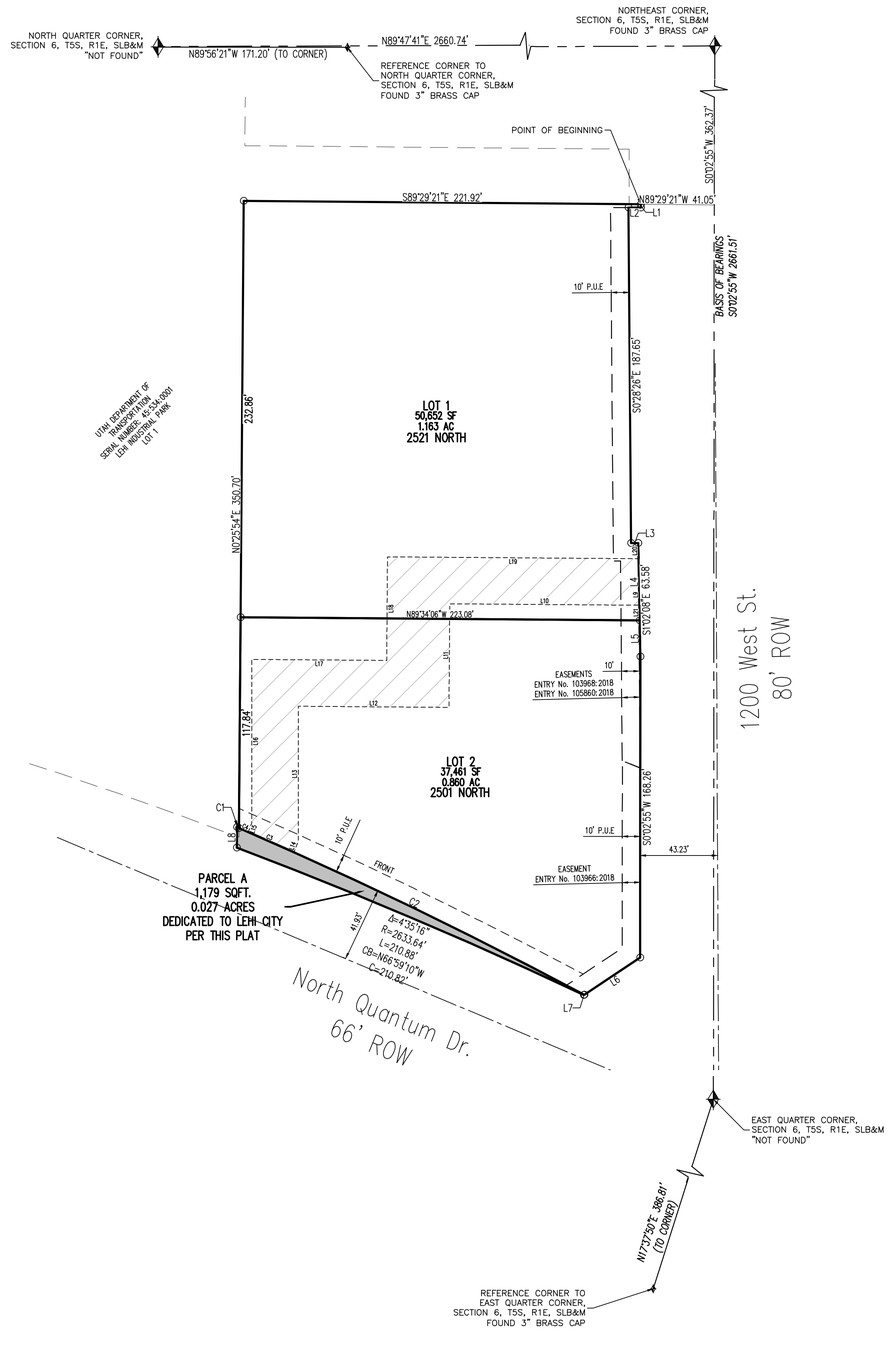
PREPARED BY

Galloway

2015 West Grove Pkwy, Suite H
Pleasant Grove, UT 84062
385.248.0460 • GallowayUS.com

CYPRUS CREDIT UNION LEHI SUBDIVISION

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF LEHI, COUNTY OF UTAH, STATE OF UTAH



N

0 20 40

SCALE: 1"=40'

LEGEND

- SET 18" #5 REBAR WITH YELLOW 1-1/4" PLASTIC CAP, "GALLOWAY & CO."
- SECTION MONUMENT (AS DESCRIBED)
- REFERENCE CORNER (AS DESCRIBED)
- SECTION LINE
- PROPERTY LINE
- STREET CENTER LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- CROSS ACCESS AGREEMENT
- PARCEL 2 DEDICATED TO LEHI CITY PER THIS PLAT

CROSS ACCESS LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L9	S1°02'08"E	26.01
L10	N89°34'06"W	105.99
L11	S0°25'54"W	57.92
L12	N89°34'06"W	84.21
L13	S0°01'22"W	75.73
L14	S21°55'41"W	6.36
L15	N21°55'41"E	5.36
L16	N0°01'22"E	91.53
L17	S89°34'06"E	75.40
L18	N0°25'54"E	57.92
L19	S89°34'06"E	140.33
L20	S1°02'08"E	8.78
L21	S1°02'08"E	8.40

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S0°02'55"W	1.80
L2	N89°42'10"W	6.91
L3	N89°33'46"E	4.00
L4	S1°02'08"E	43.19
L5	S1°02'08"E	20.39
L6	S56°18'14"W	37.52
L7	S56°15'48"W	0.22
L8	N0°40'06"E	11.50

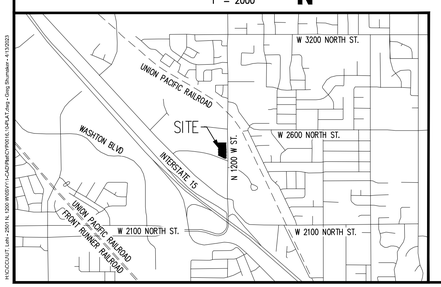
CROSS ACCESS CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C3	0°37'23"	28.02	2576.41	N66°08'27"W	28.02
C4	0°02'44"	5.62	7074.90	N66°30'54"W	5.62

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	0°01'38"	1.22	2576.41	N66°35'27"W	1.22
C2	4°47'43"	215.63	2576.41	S64°12'25"E	215.57

VICINITY MAP

1" = 2000'

N



SURVEYOR'S CERTIFICATE

I, TODD W. OSBORN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938746 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, HEREAFTER TO BE KNOWN AS CYPRUS CREDIT UNION LEHI AND THE SAME HAS OR WILL BE CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

SIGNATURE: _____

LICENSE NO.: 4938746
GALLOWAY
2015 W. GROVE PARKWAY, SUITE H
PLEASANT GROVE, UT 84062
(385) 248-0460

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, PLAT "A", LEHI INDUSTRIAL PARK SUBDIVISION, SAID POINT IS ALSO ON THE WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET IN LEHI CITY, UTAH COUNTY, UTAH, SAID POINT LIES SOUTH 00°02'55" WEST ALONG THE SECTION LINE, A DISTANCE OF 362.37 FEET AND NORTH 89°29'21" WEST A DISTANCE OF 41.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 6; RUNNING THENCE SOUTH 0°02'55" WEST, 1.80 FEET; THENCE NORTH 89°42'10" WEST, 6.91 FEET; THENCE SOUTH 0°28'26" EAST, 187.65 FEET; THENCE NORTH 89°33'46" EAST, 4.00 FEET; THENCE SOUTH 1°02'08" EAST, 63.58 FEET; THENCE SOUTH 0°02'55" WEST, 168.26 FEET; THENCE SOUTH 56°18'14" WEST, 37.52 FEET; THENCE SOUTH 56°15'48" WEST, 0.22 FEET TO THE BEGINNING OF A 2,633.64 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°35'16" AN ARC DISTANCE OF 210.88 FEET (CHORD BEARS NORTH 66°59'10" WEST 210.82 FEET); THENCE NORTH 0°40'06" EAST, 11.50 FEET TO THE BEGINNING OF A 2576.41 FOOT RADIUS NON-TANGENT CURVE TO RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°01'38" AN ARC DISTANCE OF 1.22 FEET (CHORD BEARS SOUTH 66°35'27" EAST 1.22 FEET); THENCE NORTH 0°25'54" EAST, 350.70 FEET; THENCE SOUTH 89°29'21" EAST, 221.92 FEET TO THE POINT OF BEGINNING

CONTAINING 89,282.44 SQUARE FEET, OR 2.050 ACRES ±

BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE MONUMENTED SECTION LINE FROM THE NORTHEAST CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 0°02'55" WEST AS SHOWN HEREON.

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS,BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____, 2023.

CYPRUS CREDIT UNION

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 2023, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FORGOING DEDICATION WHO DULY ACKNOWLEDGED TO THAT THEY DID EXECUTE THE SAME.

_____ NUMBER

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

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS,BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____, 2023.

JAPANESE AUTO PARTS, INC

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 2023, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FORGOING DEDICATION WHO DULY ACKNOWLEDGED TO THAT THEY DID EXECUTE THE SAME.

_____ NUMBER

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

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____A.D. 2023, BY THE PLANNING COMMISSION.

_____ _____
DIRECTOR-SECRETARY CHAIR PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D. 2023.

MAYOR:_____

APPROVED:_____ ATTEST:_____
CITY ENGINEER (SEE SEAL BELOW) CLERK/RECORDER (SEE SEAL BELOW)

GENERAL NOTES:
1) IMPROVEMENTS WILL BE COMPLETED WITH FUTURE SITE PLAN
2) BRASS PINS TO BE PLACED AT TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE
3) STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER

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

CYPRUS CREDIT UNION LEHI SUBDIVISION

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF LEHI, COUNTY OF UTAH, STATE OF UTAH

SCALE 1"=40' SHEET 1 OF 1

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER

M:\CCU\CUT Lehi - 2501 N, 1200 W\SSV\1-CAD\Plat\CYPRESS GATE PLAT.dwg, Doug Shumaker, 4/13/2023

Cyprus Credit Union Subdivision

Aerial

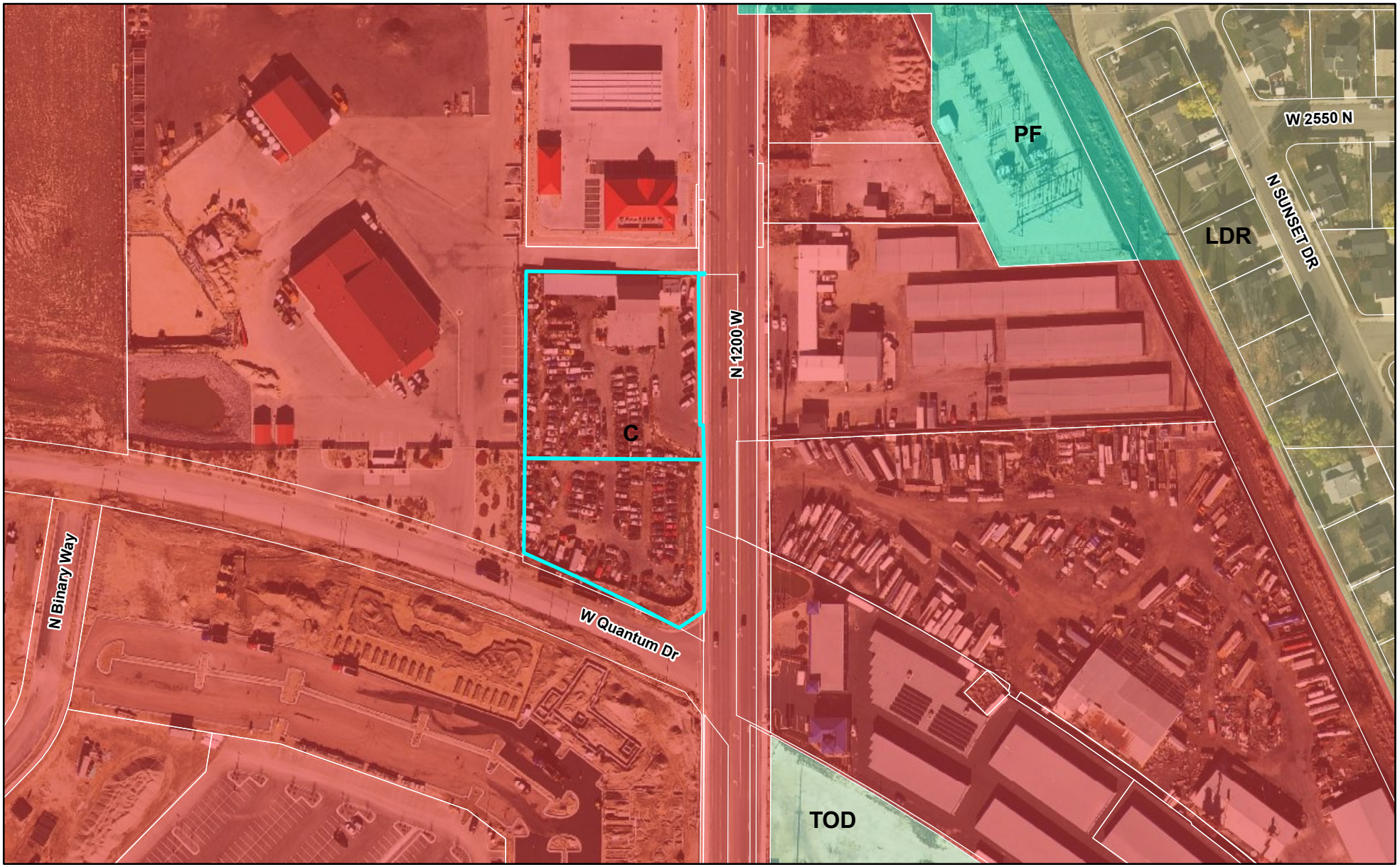


0 200 400 Feet

LEHI CITY

Cyprus Credit Union Subdivision

General Plan

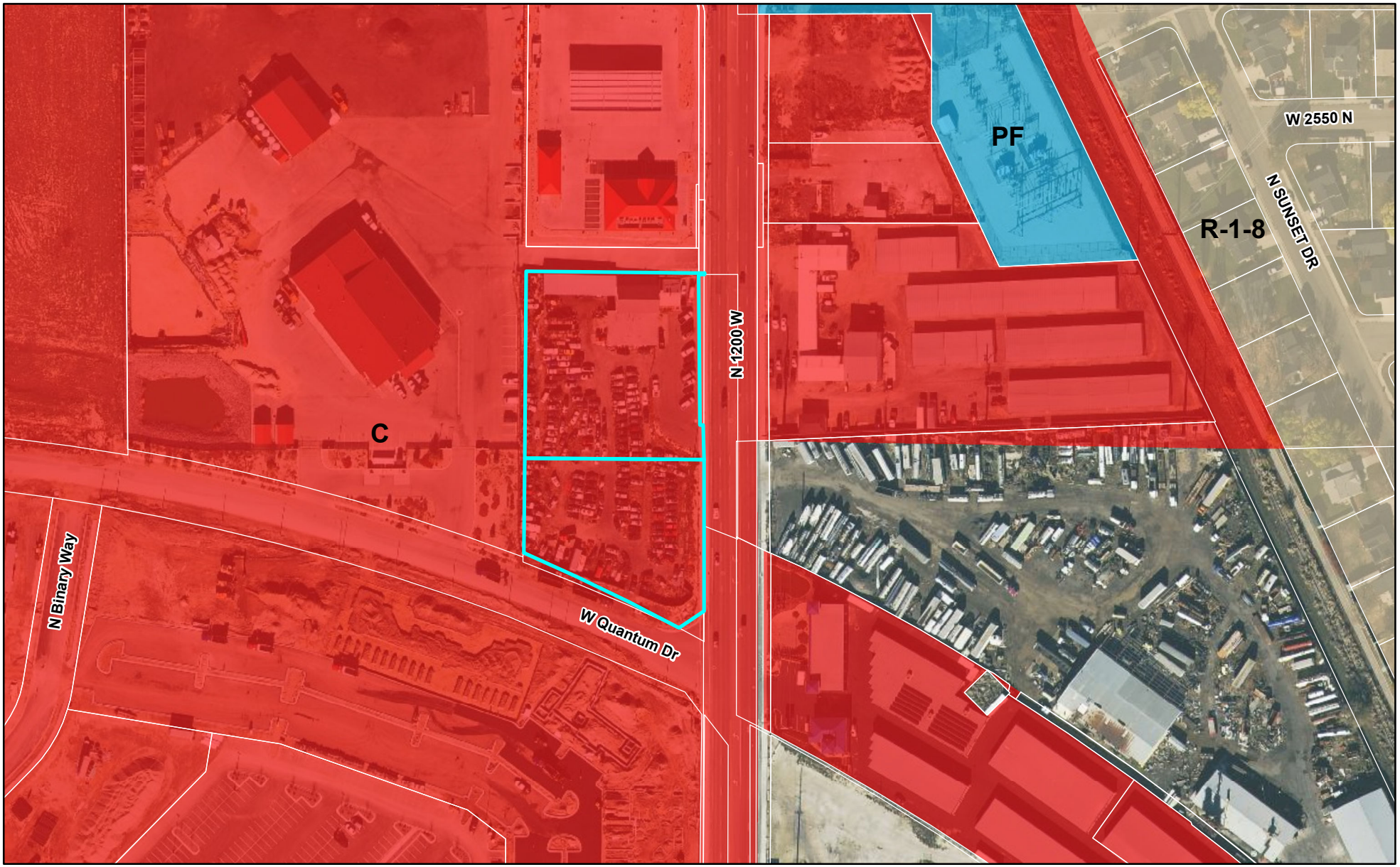


0 200 400 Feet

LEHI CITY

Cyprus Credit Union Subdivision

Zoning



0 200 400 Feet

LEHI CITY