Lehi City Council Meeting
Agenda
August 11, 2020

5:30 PM - This will be a virtual online meeting and can be viewed at www.lehi-ut.gov. To submit comments go to www.lehi-ut.gov/government/public-meetings.

Pre-Council, 5:30 p.m.

1. Welcome and Invocation

2. Presentations and Reports

   2.1. Training for Regional Area Traffic Simulations

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. Consent Agenda

2.1. Approve Minutes from the July 14, 2020 City Council Meeting.
07142020CC.pdf

2.2. Approve Purchase Orders
PO Index.pdf
Codale.pdf
Freightliner.pdf
Geneva Rock.pdf
Hydro Vac.pdf
Ken Garff.pdf

Regular Agenda

3. Consideration of a Plat Amendment for the Lehi Tech Plat C, an amendment to lot 1 of Lehi Tech Plat A located at 200 South 1350 East.

Petitioner: Mark Hampton

CC Staff Report Lehi Tech Plat C Plat Amendment 08.11.20.docx
Lehi Tech Plat C DRC 07.22.2020.docx
Narrative.pdf
Lehi Tech Plat C Plat.pdf
Aerial Map.pdf
Zoning Map.pdf
General Plan Map.pdf

4. Consideration of approval for a Grading Permit on approximately 36.34-acres of property for the Primary Children's Hospital located at approximately 3000 West 2100 North.

Petitioner: EYP

CC Staff Report Primary Children's Hospital Grading Permit.docx
Primary Children's Hospital Grading Permit - narrative and haul route.pdf
Primary Children's Hospital Grading Permit DRC 07.01.2020.docx
Primary Children's Hospital Grading Permit Map - aerial.pdf
Primary Children's Hospital Grading Permit Map - general plan.pdf
Primary Children's Hospital Grading Permit Map - zoning.pdf
Primary Children's Hospital Grading Permit - plans.pdf

5. Consideration of Preliminary subdivision approval for the Cold Spring Ranch HD5, a 103-unit residential development located at Old Ranch Road and Mitchell Drive.

Petitioner: DR Horton

CC Staff Report Cold Spring Ranch HD5 Preliminary Subdivision.docx
Cold Spring Ranch HD5 Preliminary Subdivision DRC 06.24.2020.docx
Cold Spring Ranch HD5 Preliminary Subdivision - plans.pdf
Cold Spring Ranch Preliminary Subdivision - narrative.pdf
Cold Spring Ranch HD5 Preliminary Subdivision Map - general plan.pdf
Cold Spring Ranch HD5 Preliminary Subdivision Map - zoning.pdf
Cold Spring Ranch HD5 Preliminary Subdivision Map - aerial.pdf
IMG_6711.JPG

IMG_6713.JPG
IMG_6710.JPG

6. Consideration of Ordinance #45-2020, a Development Code Amendment to Chapter 39, amending the definition of Family.

Petitioner: Lehi City

CC Staff Report Lehi City Ch 39 Development Code Amendment 08.11.20.docx
Lehi City Development Code Amendment Ch 39 Family DRC 06.24.2020.docx
Ord 45-2020.docx
Ch39Definitions 08.06.20.pdf

7. Consideration of Resolution #2020-55, approving an agreement for Downtown Street Improvements with Hydro Vac Excavation using CDBG funds.

Petitioner: Lehi City

Res 2020-55.docx
Lehi Printer_20200805_185117.pdf

8. Consideration of Resolution #2020-54, adopting a Certified Tax Rate for the City of Lehi for Fiscal Year 2021.

Petitioner: Lehi City

Res 2020-54.docx

9. Consideration of Resolution #2020-53, approving a Real Estate purchase agreement between Lehi City and Lakeview Land and Rock Development LLC.

Petitioner: Lehi City

Res 2020-53.docx
08102020 Peck Agreement.pdf

10. Adjournment

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

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section:

Subject:
Training for Regional Area Traffic Simulations

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Approve Minutes from the July 14, 2020 City Council Meeting.

Suggested Action:

Attachments:
07142020CC.pdf

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, **July 14, 2020,** online at www.lehi-ut.gov.

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

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

Pre-Council, 4:00 p.m.

1. Welcome and Invocation

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Southwick gave the invocation.

2. Presentations and Reports

2.1 Towing Ordinance History and Potential Revision Discussion

Councilor Koivisto stated that there were some concerns from residents that were brought to her attention regarding the possible need for a code revision. In an HOA there must be a designated person that's contacted before the vehicle can be towed which creates an issue when that person is difficult to reach because of odd hours. Billy Loveridge, Lehi Police Department, explained the history of the Ordinance and discussed possible options. It was determined that Officer Loveridge would reach out to the HOA that had concerns and work with them on solutions that wouldn't require a change to the City Code.

3. Agenda Questions

None.

4. Administrative Report

Mayor Johnson asked about the tour from last week to the Saratoga Springs North Marina. The Council expressed interest in the project and agreed that they would like to move forward with a cost analysis.

5. Mayor and Council Reports

Mayor Johnson stated that they will be working with MAG (Mountainland Association of Governments) and Utah County on the CARES Act distribution of grant money to local businesses and nonprofit organizations.

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The meeting recessed at approximately 6:50 p.m.
The meeting reconvened at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

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

2. Consent Agenda

2.1. Approve Minutes from the June 9, 2020 Council Meeting.

2.2 Approve Purchase Orders

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

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

3. Consideration of Ordinance #40-2020, approval of the Hansen zone change, changing the zoning on .33-acres of property located at 1045 West Main Street from RA-1 to NC.

Hollie Hansen was representing the applicant. She stated that they would like to open an ice cream and soda shop. There was discussion regarding safety if kids crossed the street from the baseball park.

Motion: Councilor Southwick moved to approve Ordinance #40-2020, approval of the Hansen zone change, changing the zoning on .33-acres of property located at 1045 West Main Street from RA-1 to NC; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Koivisto seconded the motion

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

4. Consideration of Ordinance #39-2020, approval of the Muir zone change, changing the zoning on approximately .79-acres of property located at 678 West 300 North from A-1 & R-1-12 to R-1-Flex & R-1-12.

Dennis Muir was the applicant.

Motion: Councilor Southwick moved to approve Ordinance #39-2020, approval of the Muir zone change, changing the zoning on approximately .79-acres of property located at 678 West 300 North from A-1 & R-1-12 to R-1-Flex & R-1-12; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Koivisto seconded the motion.

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

5. **Consideration of Ordinance #41-2020, approval of the Center Pointe Towns zone change, changing the zoning on approximately 2.25 -acres of property located at 1627 Center Pointe Drive from Commercial to R-3.**
   This item was discussed at the end of the agenda.

6. **Consideration of Concept plan approval for Pine Springs, a 37-unit residential development located at 225 South 600 East.**
   Dan Ford was representing the applicant. There was discussion about the applicant providing more parking within the development. Mr. Struthers noted that although the public street parking does not count toward the required amount of parking stalls within the development, it can still be considered.

   Motion: Councilor Koivisto moved to approve the Concept plan for Pine Springs, a 37-unit residential development located at 225 South 600 East; subject to the completion of all Development Review Committee and Planning Commission comments; with the recommendation that the applicant include additional parking within the development. Councilor Southwick seconded the motion.

   Councilor Hancock suggested adding to the motion that they would like to see how many parking stalls would be available on the public street when the item comes back for Preliminary approval.

   Amended Motion: Councilor Koivisto amended her motion to include Councilor Hancock's comments; Councilor Southwick seconded the amendment to the motion.

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

7. **Consideration of Final subdivision approval for Vivian Estates Phase 1 Plat D, a 6-lot residential development at 400 East and Eagle Crest Drive in an RA-1 zone.**

   Motion: Councilor Southwick moved to grant Final subdivision approval for Vivian Estates Phase 1 Plat D, a 6-lot residential development at 400 East and Eagle Crest Drive in an RA-1 zone; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

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

8. **Consideration of the Cedar Hollow Plat M Amendment, amending Cedar Hollow Plat A, lots 10, 11, and 12 at 1734 North 1400 East.**

Motion: Councilor Koivisto moved to approve the Cedar Hollow Plat M Amendment, amending Cedar Hollow Plat A, lots 10, 11, and 12 at 1734 North 1400 East; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Condie seconded the motion.

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

9. Consideration of Ordinance #38-2020 request for approval of a Development Code amendment to Chapter 35, clarifying regulations for Community Forestry.

Jessica Smith, with the Parks Department, explained the need for the public to be educated on what trees are appropriate to plant and where.

Motion: Councilor Condie moved to approve Ordinance #38-2020, approval of a Development Code amendment to Chapter 35, clarifying regulations for Community Forestry. Councilor Koivisto seconded the motion.

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

10. Consideration of Resolution #2020-51, amending the Lehi City Employee Policy Manual, Section IV: Leave Subject: Leave of Absences.

Motion: Councilor Condie moved to approve Resolution #2020-51, amending the Lehi City Employee Policy Manual, Section IV: Leave Subject: Leave of Absences. Councilor Koivisto seconded the motion.

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

5. Consideration of Ordinance #41-2020, approval of the Center Pointe Towns zone change, changing the zoning on approximately 2.25 -acres of property located at 1627 Center Pointe Drive from Commercial to R-3.

The applicant was not available, so the Council determined that they would table the item because they had questions for the applicant.

Motion: Councilor Condie moved to table this item. Councilor Hancock seconded the motion.

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

11. Consideration of Adjourning into a Closed Executive Session for the purpose of discussing the purchase, exchange, of lease or real property.

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Motion: Councilor Hancock moved to Adjourn into a Closed Executive Session for the purpose of discussing the purchase, exchange, or lease of real property. Councilor Southwick seconded the motion.

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

The meeting adjourned into a closed session at 8:27 p.m.
The meeting reconvened at approximately 9:10 p.m.

13. Adjournment

With no further business to come before the City Council at this time, Councilor Albrecht moved to adjourn the meeting. Councilor Southwick seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 9:10 p.m.

Approved: August 11, 2020 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:
PO Index.pdf

Codale.pdf

Freightliner.pdf

Geneva Rock.pdf

Hydro Vac.pdf

Ken Garff.pdf

LEHI CITY
CITY COUNCIL AGENDA
August 11, 2020

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Codale Electric	Aluminum Insulation	$566,280.00	Inventory
Freightliner	Replacement Freightliner	$162,200.00	$953,535.05
Geneva Rock	Rebuild Triumph Blvd. Finish Traverse Blvd.	$1,800,000.00 $200,000.00	$2,116,007.39 $250,000.00
Hydro Vac	CDBG Downtown Streets Improvement Project	$390,000.00	
Ken Garff	4 Replacement Durangos	$219,380.00	$953,535.08

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6655

LEHI CITY

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

LOS ANGELES CA 90074-0525

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

DEPARTMENT:

PURCHASE ORDER DATE: 07/29/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	OKONITE 160-23-9590 1100 MCM ALUNMINUM, INSULATION CON	566,280.00	566,280.00	53-1415

TOTAL 566,280.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

10655

Lehi City Purchase Requisition Request

Supplier	**Name**	Codale Electric Supply		**Vender #**	**6625**
	Street	362 south Commerce Loop		**Date**	**7/28/2020**
	City	Orem	**State**	Utah	
	Zip	84058	**Phone**	801-724-3000	

Dean Lundell

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

Quanity	Unit	Materials and Description	Price	Total
71,500'		OKONITE 160-23-9590 1100 mcm ALUMINUM	$7.92	$566,280.00
		15KV URD EPR 1/6 NEUTRAL 220 MIL 133%		
		INSULATION CONCENTRIC JACKETED		
		NEUTRAL FILLED STRAND URO-J		
		HOLBROOK G/NEW WATER TANK		
		WILLOW PARK/ASHTON SUBSTATION		
		LOWES/WALGREENS MICRON/SMITHS		
		MAINSTREET/PRIMARY CHILDRENS HOSPITAL		
				$566,280.00

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

Inventory

LEHI CITY
POWER DEPARTMENT

07/28/2020

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: Okonite Primary Wire

We have an immediate need for the Okonite Primary Wire for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing this wire from Codale based on the following reasons:

- Currently they are the only vendor that stock and carry this wire.
- Okonite wire is 90% of the wire on our system,
- To keep our system standardized.
- Ensure safety of lineman.

While there may be other companies who could possibly provide this wire. At the present time Codale is the only company we can purchase Okonite wire from and receive in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

CODALE
A Sonepar Company

** Quotation **

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

Bid #: S7141184
Page #: 1

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

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

JOB: 1100 OKON

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
07/28/20	08/27/20	John Grace	Greg McPhie	UTILITY SPECIAL

Qty	Description	Net Prc	Ext Prc
71500	OKONITE 160-23-9590 1100MCM ALUMINUM 15KV URD EPR 1/6 NEUTRAL 220MIL 133% INSULATION ********** 55 REELS @ 1300FT EACH REEL LENGTHS TO BE CONFIRMED ACTUAL FOOTAGE MAY VARY ********** Pn: 3416374	7920.000M	566280.00
	Bid Total		566280.00
	Bid Amount		566280.00

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

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6659

LEHI CITY

14749
ISSUED TO: FREIGHTLINER
2240 SOUTH 5370 WEST

WEST VALLEY UT 84125

SHIP TO: FLEET
439 W 300 N
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 08/04/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	REPLACEMENT FOR S-20-4, NEW FREIGHTLINER S-45-4	162,200.00	162,200.00	64-40-54-000

TOTAL 162,200.00

Authorized By:

Jeremy Estes
Department Head

City Council Approval Date *

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

Mayor or City Administrator

6659

Lehi City Purchase Requisition Request

Supplier	**Name**	Freightliner of Utah		**Vendor#**	
	Street	2240 South 5370 West		**Date**	**8/3/2020**
	City	West Valley	**State**	Utah	
	Zip	84120	**Phone**	801-978-8080	

Dean Lundell

Fleet	64-40-54	Jeremy Estes
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
		Replacement for S-20-4		
		New Freightliner S-45-4		$162,200.00
		Freightliner Contract MA1460		
		Williamsen-Godwin Body MA2792		
		Total		$162,200.00

Justification:	Price Determination	
	Verbal Quote	
State Contract	Informal Bid	
	Written Bid	$162,200.00
	State Bid	
	Other	

953,535.05

WILLIAMSEN-GODWIN TRUCK BODY CO.

July 28, 2020

Premier Truck Group
2240 S 5370 W
SLC, Utah 84120

Attn: Skylar Dyreng
RE: Demo Lehi city

Expiration Date :
Quote number: TL 2794A
Order Number:
Mfg. Number:
Del Date: October 2020
Chassis Due:

PO# Consignment

Make	Model	Year	VIN#	CA	Weight
Freightliner			MC8109	84"	

It is with pleasure we furnish the following quotation for your consideration:

STK10SS	WG 10-3232SS-OI	Williamsen-Godwin Stainless Steel Dump Body, 10' Long, 7.5 YD Capacity, 32" Side Height, 32" Tailgate Height. 86" I.D. x 98" O.D. (100% Continuous welded)	
	Front	Front End: 54" High 7 gauge Stainless Steel, 10 ga stainless steel 20" x 84" cab shield with 5" riser.	
	Front	Outboard Cylinder Housing for Williamsen Inverted Lift Hoist	
	Side	Sides: (32") 10 ga. Stainless steel with full length 6" sloping boxed top rail, 6" deep sloping bottom rail. Single formed horizontal side stiffener. Rear (Dirt shedding) corner post is boxed 7 ga. Stainless steel, 6" wide extra deep for added strength to rear end, to accept 6" oval recessed tail lights, flush mounted upper tailgate hinges, 10 ga. grade 50 inner panel to form double wall construction std. 7 ga. Stainless steel full depth front corner pillars.	
	Spreader tie down	c-channel welded to bottom side of body on 45 degree angle for sander tie down	
	Tailgate	Straight Tailgate, (32") 10 ga. stainless steel, boxed perimeter, sloped bracing, one formed horizontal sloping center brace, 7 ga. steel inner panel to form double wall. 1" flame cut steel upper hinge, 1-1/4" hinge pins with greaseless bushings, 1-1/4" solid steel cross shaft with 4-grease points, 5/8" steel over lock hardware, tailgate locked by over center hardware at rear of body.	
	Tailgate	Air tailgate hardware, over center locking hardware with spring brake type air cylinder, electric over air control, valve, and electric toggle switch nylon air tubing, fitting, etc. for electric over air operation.	

	Tailgate	Combination drop and spreader tailgate chains, 3/8" chain with upper and lower chain catches on corner posts.	
	Floor	Floor, 3/16" one piece Exten hi-strength steel floor, one piece (No seams) with radius from side to floor.	
	Understructure	Understructure, 8" x 15# wide flange structural steel "I" beam longitudinals. 1/4" full width, 8" deep rear cross member with return flanges.	
	Lights 331.04.091	6" oval LED sealed light system: LED side clearance lights and rear marker lights, LED combination stop, tail, and turn lights, back up lights recessed into rear corner post, LED rear I.C.C. lights installed with mount bracket and sealed wiring harness, reflectors.	
	P12-00001-E	48" LED amber light bar mounted on bracket ahead of cab protector	
	P1311005	Snow plow lights installed on cab fenders and wired to OEM switch	
	475.16.155	Stainless Steel bracket for plow lights	
	Paint	Wash and clean natural finish of body and paint under side of body Black	
WHP	42-90I	Inverted lift, trunion mount, telescopic hoist, NTEA Class 60 Cylinder (10' Bodies) 23.8 Ton @ 50 degrees includes the following: body guides, front lift cylinder mount, cylinder to body lift straps and body safety prop. Body lift straps utilize grease less fiber, self-lubrication bearings.	
	212.02.203	Rear hinge assembly, angle iron type, composite bushings, greaseless	
	W101343	Godwin buck plate assembly with cutouts for lights	
	PPH400-1	PPH400-1 Holland 50 ton pintle hook at rear 24" hitch height, includes relocating existing air and electrical lines	
Hydraulics & Controls	Force Am	Central Hydraulics: 35 gal hydraulic tank/valve combo Pressure filter 60 GPM 25 Micron glass element Front mount piston pump Electric 6100-3-Gen 5-Ultra Patrol Commander Spreader controls: programmable controller with detent conveyor / spinner positions, dual LED display settings, momentary material blast button with adjustable duration Pump shut off valve ARC Temp sensor 6100 Gen 5 Camera	

Plow	Monroe MP41R12-ISCT	12' municipal snow plow. 10 ga 50K moldboard. Integral shield style moldboard 4" x 4" bottom angle with 21" push lug centers. 5/8" x 8" replaceable cutting edge. (6) ½" x 4" vertical support ribs. 2" x 3"x 3/8" top moldboard angle. Two 3" x 10" power reverse cylinders w/cushion valve Parking jack installed Powder coated orange moldboard High visibility plow end markers, Rubber snow shield MC-6000 Plow portion quick hitch MC-7090 Truck portion quick hitch 4x10" double acting lift cylinder	
	#00164270-C	Monroe 10' Stainless Steel spreader, MCV-120-84-56-201SS	
		10ga. 201 SS Hopper shell with 45 degree sloped sides 100% continuously welded Hopper Shell 4-Bolt flange relubeable bearings 3/16" Replaceable Floor 50:1 Worm Drive Gear Box Heavy Duty 3/8" ROD Top Screens Screw Adjustable Gate Jack 201 SS Side Gussets on 24" Centers 3/8" Bar Flights 2" Drive Shaft with 2" Idler Shaft Replaceable Chain Shields	
		10ga. 201 SS chute that is adjustable in height (2) internal adjustable material deflectors (4) external baffles that are adjustable without the use of tools 20" 7 ga stainless steel spinner disc	
		Tilt up spinner with dump over chute	

		RH mounted winch kit	
	P01055	Mounting Kit – Tailgate Latch (4" channel with 1- ¼" pins) Ratchet straps on front corners.	
		LED stop turn and tail lights and LED alternating amber lights	
		Spinner light mounted at rear	
		Grease Extensions to rear of spreader	
		Front Idler Shaft adjustment at rear	
		Inverted "V" conveyor bridge	
		Liquid Dispensing Hydraulic Closed Loop System Tank Kit: 180 Gallon (2 Tanks), 2" Fill Lid Nozzle Kit: 3 GPM / 2 Nozzles, Enclosure & Mounting Kit (LH) Cross-Over Kit, Flusher Kit Bulk-Fill Kit	

Sub-Total	$77,900.00
State Tax	Exempt
FET	NA
Freight	NA
Total	$77,900.00

	TERM AND CONDITIONS OF SALE
	Signature of customer will constitute a binding order
Orders	All orders are subject to acceptance by an officer of Williamsen Mfg.
Performance	Williamsen Mfg. shall not be liable for failure to complete the order in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delay in transportation, or other causes beyond its reasonable control.
Warranty	Standard 1 year on Williamsen manufactured parts and 1 year on labor from the date of invoice. Contact Williamsen Mfg. for further details and optional warranty coverage's.
Cancellation	No order can be canceled once accepted by Williamsen Mfg. without written request by the customer and approval by an officer of Williamsen Mfg.
Payment	**Net 30**
	Any credit card charges of $2,500.00 or more will be charged a 3% processing fee
Prices	All orders are subject to current prices in effect on date of shipment.
F.O.B. Point	Unless otherwise stated, all prices are F.O.B. point of manufacture.
Freight	All freight rates are subject to change without notice
Taxes	Unless specifically stated, prices listed do not include federal, state, city, or other excise, occupation, sales, use, or similar taxes, which are extra and are added at rates in effect at time of shipment. If federal excise taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

Thank you for your consideration and we hope you will favor us with your order.

Sincerely,
Tony Louder

Order Accepted By:_____

1925 WEST INDIANA AVE • SALT LAKE CITY, UTAH 84104-3610 • TOLL FREE 800.828.9847 • 801.973. 9400 • FAX 801.973.2838
MAILING ADDRESS: PO BOX 26864 • SALT LAKE CITY, UTAH 84126-0864

Prepared for:
Rick Straw
STATE OF UTAH
3150 State Office Bldg
Capitol Hill
Salt Lake City, UT 84114-1061
Phone: 801-538-3166

Prepared by:
Skylar Dyreng
PREMIER TRUCK GROUP
2240 SOUTH 5370 WEST
SALT LAKE CITY, UT 84120
Phone:

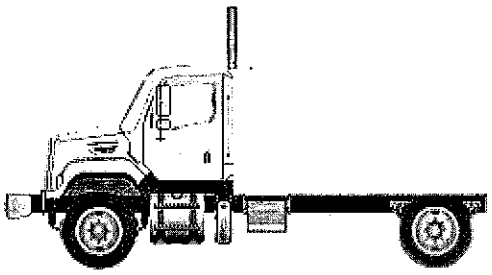
A proposal for
STATE OF UTAH

Prepared by
PREMIER TRUCK GROUP
Skylar Dyreng

Jul 27, 2020

Freightliner 108SD

STATE OF UTAH COOPERATIVE CONTRACT # MA1460



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
Rick Straw
STATE OF UTAH
3150 State Office Bldg
Capitol Hill
Salt Lake City, UT 84114-1061
Phone: 801-538-3166

Prepared by:
Skylar Dyreng
PREMIER TRUCK GROUP
2240 SOUTH 5370 WEST
SALT LAKE CITY, UT 84120
Phone:

QUOTATION

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB/FT @ 1200 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
MFS-14-143A 14,700# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
14,600# TAPERLEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
3875MM (153 INCH) WHEELBASE
11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	84,474	$	84,474
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***84,474***	**$**	***84,474***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(174)	$	(174)
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**84,300**	**$**	**84,300**

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial
Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6657

LEHI CITY

16025
ISSUED TO: GENEVA ROCK PRODUCTS
P.O. BOX 428

OREM UT 84059

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

DEPARTMENT:

PURCHASE ORDER DATE: 08/04/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	FINISH 1200 E, REBUILD TRIUMPH ABOVE SR92, REBUILD 1700	1,800,000.00	1,800,000.00	11-50-20-004
0	1.00	~~FINISH 1200 E, REBUILD TRIUMPH ABOVE SR92, REBUILD 1700~~ Finish Traverse Blvd.	200,000.00	200,000.00	49-70-70-106

TOTAL 2,000,000.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6657

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name: Geneva Rock
Street: 1565 West 400 North
City: Orem State: UT
Zip: 84057 Telephone: 801-765-7845

Vendor: _____

Date: August 3, 2020

Dean Lundell

Engineering	See below	
Requesting Department	**Department Account Numbers**	**Department Head Signature**

Quantity	Unit	Materials and Description		Price	Total
1	LS	Finish 1200 East	11-50-20-004	$1,200,000.00	$1,200,000.00
1	LS	Rebuild Triumph above SR92	11-50-20-004	$300,000.00	$300,000.00
1	LS	Rebuild 1700 West below Main Street	11-50-20-004	$300,000.00	$300,000.00
1	LS	Finish Traverse Blvd	49-70-70-106	$200,000.00	$200,000.00
		Geneva Rock contract will be extended to December 31, 2020			
					$2,000,000.00

JUSTIFICATION:
This is part of the multi-year Roads Project with Geneva Rock.
Their work to date has been very acceptable.
Two of the above projects are in construction.
The pavement on Triumph & 1700 West are so deteriorated
that another winter would be extremely hard to keep them passable.

PRICE DETERMINATION	
Verbal Quote	
Informal Bid	
Written Bid	x
State Bid	
Other	

2,116,007.59*

250,000.00

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6662

591917

ISSUED TO: HYDRO VAC
1193 N 2300 W

LEHI UT 84043

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

DEPARTMENT:

PURCHASE ORDER DATE: 08/06/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	2019-2020 CDBG downtown streets improvement project	390,000.00	390,000.00	45-70-70-100

TOTAL 390,000.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6656

LEHI CITY

589498
ISSUED TO: KEN GARFF WEST VALLEY CJDR
4175 W 3500 S

WEST VALLEY UT 84120

SHIP TO: FLEET
439 W 300 N
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 07/30/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	4 REPLACEMENT DURANGO'S, 3 NEW DURANGOS BUDGETED B	219,380.00	219,380.00	64-40-54-000

TOTAL 219,380.00

Authorized By:

Jeremy Estes
Department Head

City Council Approval Date *

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

Mayor or City Administrator

66056

Lehi City Purchase Requisition Request

Supplier	**Name**	Ken Garff West Valley	**Vendor#**	
	Street	4175 West 3500 South	**Date**	**7/29/2020**
	City	West Valley	**State**	Utah
	Zip	84120	**Phone**	801-484-8755

Dean Lundell

Fleet Management	64-40-54	Jeremy Estes
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
4		Replacement Durango's	$31,340.00	$125,360.00
3		New Durango's Budgeted by the Police Department	$31,340.00	$94,020.00
		Total		$219,380.00

Justification:	Price Determination	
	Verbal Quote	
State Contract # AV2523	Informal Bid	
	Written Bid	$124,784.00
	State Bid	
	Other	

953,535.08

Ken Garff West Valley
Chrysler Jeep Dodge

Tel. 801-955-7448 | 4175 West 3500 South, West Valley City, Utah 84120 | Fax 801-955-7645

Lehi City Corp.

July 16th 2020

Proposal

Ken Garff West Valley Chrysler, Jeep, Dodge, Ram hereby proposes to furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the vehicle and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

2020 Durango Pursuits AWD with remote start.
$31,340.00 EA
Completion 90 Days from Receipt of PO

Please see attached specifications

No federal, state or local taxes are included in price.

All Vehicles and equipment shall be supplied in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Ken Garff West Valley of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All Vehicles shall be paid NET UPON DELIVERY. (NO EXCEPTION)
All prices or quotations are subject to change or withdrawal unless accepted within 90 days from the date herein set forth.

BY:

Wes Robinson

Wes Robinson
Ken Garff West Valley Chrysler, Jeep, Dodge, Ram
Government Sales
801-297-7415
wesr@kengarff.com

Model	Code	Style Name	MSRP	Dest*
CHRYSLER PACIFICA	RUCR53	Touring FWD	$33,745.00	$1,495.00
CHRYSLER PACIFICA	RUCH53	Touring L FWD	$36,745.00	$1,495.00
CHRYSLER PACIFICA	RUCH53	Touring L 35th Anniversary FWD	$36,745.00	$1,495.00
CHRYSLER PACIFICA	RUCP53	Touring L Plus FWD	$39,745.00	$1,495.00
CHRYSLER PACIFICA	RUCP53	Touring L Plus 35th Anniversary FWD	$39,745.00	$1,495.00
CHRYSLER PACIFICA	RUCT53	Limited FWD	$44,695.00	$1,495.00
CHRYSLER PACIFICA	RUCT53	Limited 35th Anniversary FWD	$44,695.00	$1,495.00
CHRYSLER PACIFICA	RUCT53	Red S FWD	$44,695.00	$1,495.00
CHRYSLER PACIFICA	RUEP53	Hybrid Touring FWD	$39,995.00	$1,495.00
CHRYSLER PACIFICA	RUEH53	Hybrid Touring L FWD	$42,295.00	$1,495.00
CHRYSLER PACIFICA	RUEH53	Hybrid Touring L 35th Anniversary FWD	$42,295.00	$1,495.00
CHRYSLER PACIFICA	RUES53	Hybrid Limited FWD	$45,845.00	$1,495.00
CHRYSLER PACIFICA	RUES53	Hybrid Limited 35th Anniversary FWD	$45,845.00	$1,495.00
CHRYSLER VOYAGER	RUCE53	L Wagon	$26,985.00	$1,495.00
CHRYSLER VOYAGER	RUCL53	LX Wagon	$29,795.00	$1,495.00
CHRYSLER VOYAGER	RUCM53	LXI Wagon	$32,995.00	$1,495.00
DODGE DURANGO	WDDL75	SXT RWD	$30,495.00	$1,495.00
DODGE DURANGO	WDDL75	SXT Plus RWD	$30,495.00	$1,495.00
DODGE DURANGO	WDDE75	Special Service RWD	$32,095.00	$1,495.00
DODGE DURANGO	WDDH75	GT RWD	$34,895.00	$1,495.00
DODGE DURANGO	WDDH75	GT Plus RWD	$34,895.00	$1,495.00
DODGE DURANGO	WDDP75	Citadel RWD	$42,995.00	$1,495.00
DODGE DURANGO	WDDP75	Citadel Anodized Platinum RWD	$42,995.00	$1,495.00
DODGE DURANGO	WDDS75	R/T RWD	$44,295.00	$1,495.00
DODGE DURANGO	WDEL75	SXT AWD	$33,095.00	$1,495.00
DODGE DURANGO	WDEL75	SXT Plus AWD	$33,095.00	$1,495.00
DODGE DURANGO	WDEE75	Pursuit AWD	$34,870.00	$1,495.00
DODGE DURANGO	WDEH75	GT AWD	$37,495.00	$1,495.00
DODGE DURANGO	WDEH75	GT Plus AWD	$37,495.00	$1,495.00
DODGE DURANGO	WDEP75	Citadel AWD	$45,595.00	$1,495.00
DODGE DURANGO	WDEP75	Citadel Anodized Platinum AWD	$45,595.00	$1,495.00
DODGE DURANGO	WDES75	R/T AWD	$46,895.00	$1,495.00
DODGE DURANGO	WDEX75	SRT AWD	$62,995.00	$1,495.00
JEEP CHEROKEE	KLTM74	Latitude FWD	$25,740.00	$1,495.00
JEEP CHEROKEE	KLTE74	Latitude Plus FWD	$27,395.00	$1,495.00
JEEP CHEROKEE	KLTE74	Altitude FWD	$27,395.00	$1,495.00
JEEP CHEROKEE	KLTP74	Limited FWD	$31,350.00	$1,495.00
JEEP CHEROKEE	KLTP74	High Altitude FWD	$31,350.00	$1,495.00
JEEP CHEROKEE	KLTS74	Overland FWD *Ltd Avail*	$36,995.00	$1,495.00
JEEP CHEROKEE	KLJM74	Latitude 4x4	$27,240.00	$1,495.00
JEEP CHEROKEE	KLJM74	Upland 4x4	$27,240.00	$1,495.00
JEEP CHEROKEE	KLJE74	Latitude Plus 4x4	$28,895.00	$1,495.00
JEEP CHEROKEE	KLJE74	Altitude 4x4	$28,895.00	$1,495.00
JEEP CHEROKEE	KLJH74	Trailhawk 4x4	$34,505.00	$1,495.00
JEEP CHEROKEE	KLJH74	Trailhawk Elite 4x4	$34,505.00	$1,495.00
JEEP CHEROKEE	KLJP74	Limited 4x4	$34,595.00	$1,495.00
JEEP CHEROKEE	KLJP74	High Altitude 4x4	$34,595.00	$1,495.00
JEEP CHEROKEE	KLJS74	Overland 4x4 *Ltd Avail*	$38,495.00	$1,495.00
JEEP COMPASS	MPTL74	Sport FWD	$22,105.00	$1,495.00
JEEP COMPASS	MPTM74	Latitude FWD	$25,355.00	$1,495.00
JEEP COMPASS	MPTM74	Latitude w/Sun/Wheel Pkg FWD *Ltd Avail*	$25,355.00	$1,495.00
JEEP COMPASS	MPTM74	Altitude FWD	$25,355.00	$1,495.00
JEEP COMPASS	MPTP74	Limited FWD	$28,405.00	$1,495.00
JEEP COMPASS	MPTP74	High Altitude FWD	$28,405.00	$1,495.00
JEEP COMPASS	MPJL74	Sport 4x4	$23,605.00	$1,495.00
JEEP COMPASS	MPJM74	Latitude 4x4	$25,355.00	$1,495.00
JEEP COMPASS	MPJM74	Altitude 4x4	$25,355.00	$1,495.00

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of a Plat Amendment for the Lehi Tech Plat C, an amendment to lot 1 of Lehi Tech Plat A located at 200 South 1350 East.
Petitioner: Mark Hampton

Suggested Action:

Attachments:
CC Staff Report Lehi Tech Plat C Plat Amendment 08.11.20.docx

Lehi Tech Plat C DRC 07.22.2020.docx

Narrative.pdf

Lehi Tech Plat C Plat.pdf

Aerial Map.pdf

Zoning Map.pdf

General Plan Map.pdf

LEHI TECH PLAT C PLAT AMENDMENT

CITY COUNCIL REPORT

Applicant	Mark Hampton		
Meeting Date	August 11, 2020		
Requested Action/Purpose	Approval of a plat amendment		
Location	200 South 1350 East		
Existing Land Use	Lehi Tech Apartments		
Existing Zoning	Transit Oriented Development (TOD)		
General Plan Land Use Designation	Commercial with TOD Overlay		
Number of Lots/Units	5 lots		
Adjacent Zoning and Land Use	*North*	Commercial	Contractor Yard
	South	TOD	Office Buildings
	East	Commercial	Motel 6
	West	Commercial	Undeveloped/Wetland
Date of DRC Review	July 22, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat.
The City Council may consider, after Reviewing Departments review, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any road or lot, contained in a subdivision plat.

A. A fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted as provided in this part may file an application to have some or all of the plat vacated or amended.
B. The City Council shall hold a public hearing within forty-five (45) days after the day on which the application is filed if:

1. Any owner within the plat notifies the City of the owner's objection in writing within ten (10) days of mailed notification; or

2. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

C. The public hearing requirement of Subsection B does not apply and the City Council may consider at a public meeting an owner's request to vacate or amend a subdivision plat if the application seeks to:

1. Join two or more of the applicant fee owner's contiguous lots;

2. Subdivide one or more of the applying fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;

3. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or

parcels join in the application, regardless of whether the lots or parcels are located in the same subdivision;

4. On a lot owned by the applying fee owner, adjust an internal lot restriction imposed by the City; or

5. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
   a. owned by the applicant; or
   b. designated as a common area

D. Each request to vacate or amend a plat that contains a request to vacate or amend a public street, right-of-way, or easement is also subject to the State Code requirements for vacation of a public right-of-way.

E. Each request to vacate or amend an entire plat or a portion of a plat shall include:

1. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the application; and

2. The signature of each owner described in Subsection (E)(1) who consents to the application.

Section 11.350. Plat Amendment Approval Process and Recordation.

A. Following a review by the Reviewing Departments, the City Council may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the Council finds that:

1. There is good cause for the vacation or amendment; and

2. No public street, right-of-way, or easement has been vacated or amended.

B. The City Council shall ensure that the amended plat showing the vacation or amendment is recorded in the office of the County Recorder.

C. An amended plat may not be submitted to the County Recorder for recording unless it is signed, acknowledged, and dedicated by each owner of record of the portion of the plat that is amended.

PROPERTY HISTORY

Mar 8, 1985	This property came into the City as part of the East Industrial Park Annexation
May 8, 2018	City Council approved the Lehi Tech concept plan and zone change to TOD.
August 28, 2018	City Council approved the Lehi Tech Plat A final subdivision.

REPORT ANALYSIS

The applicant requests approval of the Lehi Tech Plat C subdivision, an amendment to lot 1 of Lehi Tech Plat A. The applicant wishes to divide the lot 1 into five separate lots for financing purposes. This will place each of the apartment buildings and clubhouse on separate lots.

The Development Code allows for lots to be subdivided as long as it does not violate The Land Use Ordinance or a development condition. The TOD zone does not have setback requirements nor is there a development agreement in

place that the proposed amendment would conflict with.

Subdividing the lot into separate lots may also have safety benefits. Each lot will have a separate address. The addition of the building letter to the recorded address should make it easier for emergency response vehicles to find the correct unit.

The DRC reviewed the proposed plat amendment and had the following comments:

1. Change title block to show "Chair, Planning Commission"
2. Utilize city standard subdivision title block (the Planning Commission chair title and owner's dedication language may need to be updated as suggested on this pdf).
3. Include the provided addresses for each lot.

The proposed plat included in the City Council packet was updated since DRC to include the redline comments.

PLANNING DIVISION RECOMMENDATION

Planning Staff recommends **APPROVAL** of the proposed Lehi Tech Plat C Plat Amendment including the DRC comments from July 22, 2020. This recommendation is based on the following findings:

1. The proposed plat amendment should increase the public health, safety, and welfare of Lehi City.
2. The proposed plat amendment meets the requirements of the Development Code.
3. Other findings based upon information presented at the public meeting.

Lehi Tech Plat C
DRC Redline Comments

Mark Hampton - requests review of Lehi Tech Plat C Plat Amendment, amending lot 1 of Plat A located at 200 South 1350 East.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: none due to covid-19
Date of Plans Reviewed: 07/14/2020
Time Start: n/a
Time End: n/a

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
1. Change title block to show "Chair, Planning Commission"
2. Utilize city standard subdivision title block (the Planning Commission chair title and owner's dedication language may need to be updated as suggested on this pdf).
3. Include the provided addresses for each lot.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON AUGUST 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.

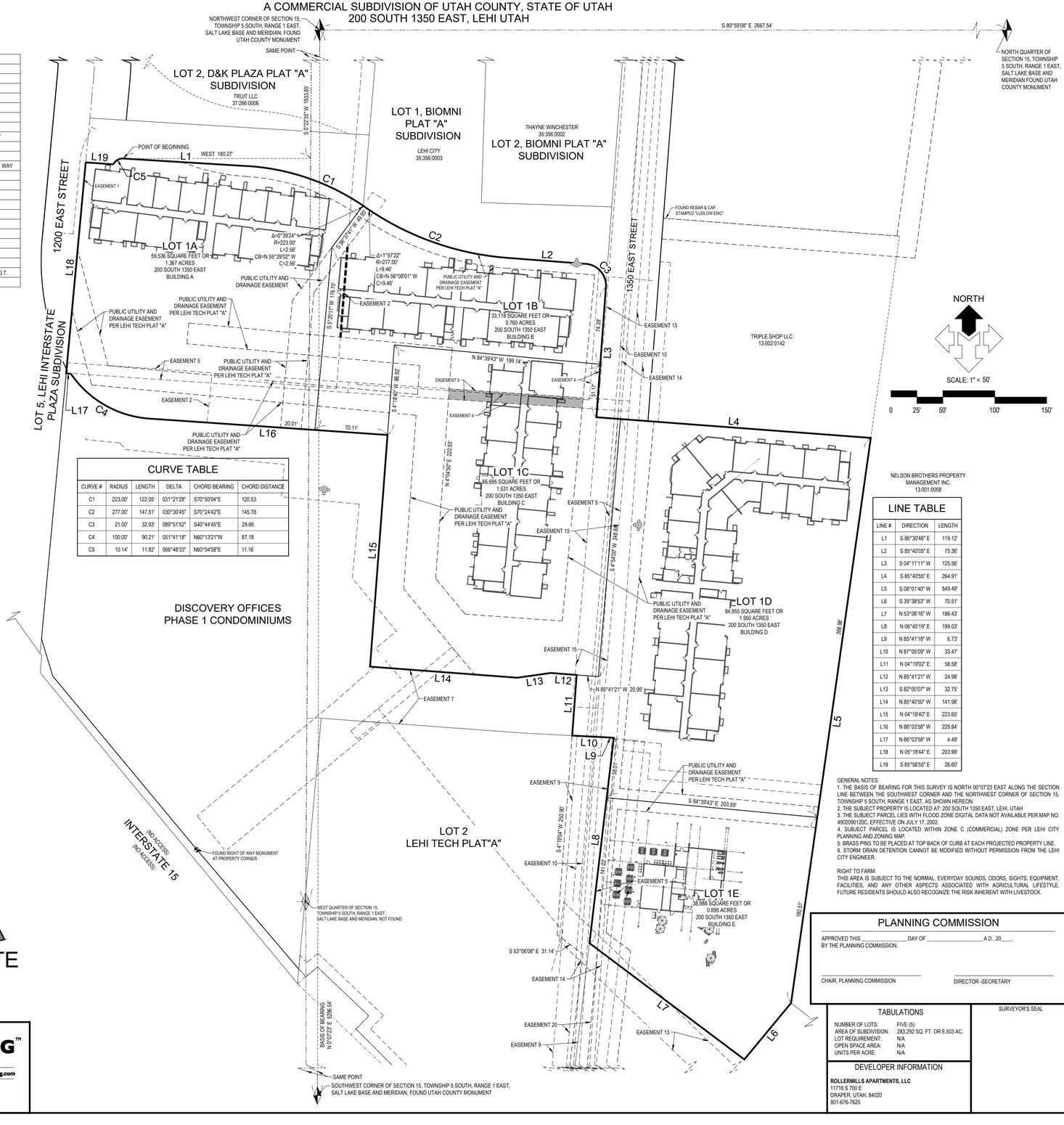
Narrative

For Lending Purposes, the Applicant/Owner Requests to subdivide the original Lot 1 of the Lehi Tech Subdivision into 5 new lots. This is to accommodate the 10-31 requirements of the Ownership. The owners of each lot will remain the same. The Clubhouse and all parking, either on each lot or cross parking easements already in existence with all the Office Buildings, remains the same. Thus we request that each building be assigned a parcel number as shown on the amended plat. We also want to clean up the plat as previously anticipated, removing the easements that used to follow the old abandoned road. We have relocated all the utilities into the newly formed easements that run outside the building footprints. The utilities fall in the new easements, thus the old easements that now run under the building need to be vacated.

LEHI TECH SUBDIVISION PLAT "C"

AMENDING LOT 1, LEHI TECH SUBDIVISION PLAT "A"
LOCATED IN THE NW. 1/4 OF SECTION 15 & THE NE. 1/4 OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.
A COMMERCIAL SUBDIVISION OF UTAH COUNTY, STATE OF UTAH
200 SOUTH 1350 EAST, LEHI UTAH

EASEMENT CHART					
EASEMENT NO.	ENTRY NO.	BOOK	PAGE	RECORDING DATE	TYPE OF EASEMENT
1	20691	2613	534	JULY 20, 1989	BOUNDARY LINE AGREEMENT
2	76745	4073	487	SEPT. 19, 1996	DRAINAGE EASEMENT
4	28563	MAP# 8500		APR. 11, 2000	PUBLIC UTILITY EASEMENT
5	11028	4956	522	JAN. 29, 1999	UTILITY EASEMENT
6	50113			MAY 25, 2017	WATER PIPELINE EASEMENT
7	9643:2018			JAN 30, 2018	CROSS ACCESS/PARKING EASEMENT
9	117048			NOV 18, 2016	UTILITY EASEMENT
10	16343	1555	70	MAY 31, 1977	TELEPHONE & TELEGRAPH RIGHT OF WAY
12	5377	2283	427	FEB 21, 1986	IRRIGATION EASEMENT
13	92447	5187	731	AUG 18, 1999	UTILITY EASEMENT
14	19897	2147	554	JULY 5, 1984	SEWER EASEMENT
15	23477	1846	166	JULY 14, 1980	MOUNTAIN FUEL EASEMENT
16	5085	1846	166	JAN 20, 2010	LACK OF ACCESS
17	11190	1197	328	OCT 26, 1970	SUBJECT TO CANAL EASEMENT
18	15991	729	359	NOV 9, 1956	SUBJECT TO AGREEMENT
19	15993			NOV 9, 1956	SUBJECT TO CANAL EASEMENT
20	19896	2147	553	JULY 5, 1984	SEWER EASEMENT
21	45058:2010			JUNE 2, 2010	SUBJECT TO AGREEMENT WITH U.D.O.T.
22	5086:2010			JANUARY 20, 2010	U.D.O.T. SLOPE EASEMENT



CURVE TABLE

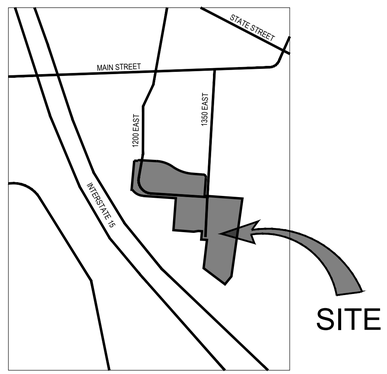
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	223.00'	122.05'	031°21'28"	S70°50'04"E	120.53
C2	277.00'	147.51'	030°30'45"	S70°24'42"E	145.78
C3	21.00'	32.93'	089°51'52"	S40°44'45"E	29.66
C4	100.00'	90.21'	051°41'18"	N60°13'21"W	87.18
C5	10.14'	11.82'	066°48'33"	N60°04'58"E	11.16

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 86°30'46" E	119.12'
L2	S 85°40'05" E	75.36'
L3	S 04°11'11" W	125.56'
L4	S 85°40'55" E	264.91'
L5	S 08°01'40" W	549.49'
L6	S 39°38'53" W	70.51'
L7	N 53°06'16" W	186.43'
L8	N 06°45'19" E	199.03'
L9	N 85°41'18" W	6.73'
L10	N 87°05'09" W	33.47'
L11	N 04°19'02" E	58.58'
L12	N 85°41'21" W	24.98'
L13	S 82°00'07" W	32.75'
L14	N 85°40'50" W	141.98'
L15	N 04°18'40" E	223.65'
L16	N 86°03'58" W	229.84'
L17	N 86°03'58" W	4.48'
L18	N 05°18'44" E	203.99'
L19	S 85°58'55" E	26.60'

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- MONUMENT LINE/CENTER LINE OF ROAD
- BASIS OF BEARING LINE
- LOT LINE
- ADJOINING LOT LINE
- DEED LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"
- EXISTING FIRE HYDRANT
- ( ) DENOTES RECORD INFORMATION
- PORTION OF EASEMENT 2 TO BE VACATED
- PORTION OF EASEMENTS 4 & 5 TO BE VACATED



VICINITY MAP
SCALE: N.T.S.

GENERAL NOTES:
1. THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°07'23 EAST ALONG THE SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AS SHOWN HEREON.
2. THE SUBJECT PROPERTY IS LOCATED AT: 200 SOUTH 1350 EAST, LEHI, UTAH
3. THE SUBJECT PARCEL LIES WITH FLOOD ZONE DIGITAL DATA NOT AVAILABLE PER MAP NO. 49020901200, EFFECTIVE ON JULY 17, 2002.
4. SUBJECT PARCEL IS LOCATED WITHIN ZONE C (COMMERCIAL) ZONE PER LEHI CITY PLANNING AND ZONING MAP.
5. BRASS PINS TO BE PLACED AT TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.
6. 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.

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20____,
BY THE PLANNING COMMISSION.

CHAIR, PLANNING COMMISSION

DIRECTOR -SECRETARY

TABULATIONS

NUMBER OF LOTS:	FIVE (5)
AREA OF SUBDIVISION:	283,292 SQ. FT. OR 6.503 AC.
LOT REQUIREMENT:	N/A
OPEN SPACE AREA:	N/A
UNITS PER ACRE:	N/A

DEVELOPER INFORMATION

ROLLERMILLS APARTMENTS, LLC
11716 S 700 E
DRAPER, UTAH, 84020
801-676-7625

SURVEYOR'S SEAL

CITY-COUNTY ENGINEER SEAL

CLERK RECORDER SEAL

CLERK RECORDER SEAL

PREPARED BY:
McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

S:\2017Files\17776\17776.B\Survey\dwg\17776sp LOT 1AMD.dwg Jul 27, 2020 - 10:25am

SURVEYOR'S CERTIFICATE

I, DAVID B DRAPER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 6861599, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE SUBDIVIDED SAID TRACTS OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON, THAT THE SAME HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THE SUBDIVISION PLAT, AND THAT THIS SUBDIVISION PLAT IS TRUE AND CORRECT.

SUBDIVISION DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE NORTHWEST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN LEHI CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING ALL OF LOT 1, LEHI TECH SUBDIVISION PLAT A, AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 16603:2019 AND MAP NO. 18462, SAID LOT 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 00°22'35" WEST 1933.85 FEET AND WEST 180.27 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 86°30'46" EAST 119.12 FEET TO A POINT ON A 223.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°21'28" A DISTANCE OF 122.05 FEET (CHORD BEARS SOUTH 70°50'04" EAST 120.53 FEET) TO A POINT ON A 277.00 FOOT REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°30'45" A DISTANCE OF 147.51 FEET (CHORD BEARS SOUTH 70°24'42" EAST 145.78 FEET); THENCE SOUTH 85°40'05" EAST 75.36 FEET TO A POINT ON A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°51'52" A DISTANCE OF 32.93 FEET (CHORD BEARS SOUTH 40°44'45" EAST A DISTANCE OF 29.66 FEET); THENCE SOUTH 04°11'11" WEST 125.56 FEET; THENCE SOUTH 85°40'55" EAST 264.91 FEET; THENCE SOUTH 08°01'40" WEST 549.49 FEET; SOUTH 39°38'53" WEST 70.51 FEET; THENCE NORTH 53°06'16" WEST 186.43 FEET; THENCE NORTH 06°45'19" EAST 199.03 FEET; THENCE NORTH 85°41'18" WEST 6.73 FEET; THENCE NORTH 87°05'09" WEST 33.47 FEET; THENCE NORTH 04°19'02" EAST 58.58 FEET; THENCE NORTH 85°41'21" WEST 24.98 FEET; THENCE NORTH 82°00'07" WEST 32.75 FEET; THENCE NORTH 85°40'50" WEST 141.98 FEET; THENCE NORTH 04°18'40" EAST 223.65 FEET; THENCE NORTH 86°03'58" WEST 229.84 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°41'18" A DISTANCE OF 90.21 FEET (CHORD BEARS NORTH 60°13'21" WEST 87.18 FEET); THENCE NORTH 86°03'58" WEST 4.48 FEET; THENCE NORTH 05°18'44" EAST 203.99 FEET; THENCE SOUTH 85°58'55" EAST 26.60 FEET TO A POINT ON A 10.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°48'33" A DISTANCE OF 11.16 FEET (CHORD BEARS NORTH 60°04'58" EAST 11.16 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 283,292 SQUARE FEET, OR 6.503 ACRES IN 4 COMMERCIAL LOTS.

DAVID B. DRAPER (SEE SEAL BELOW)
LICENSE NO. 6861599

OWNER'S DEDICATION

KNOW ALL KNOW 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 ARES AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET HANDS THIS _____ DAY OF _____, A.D. 20_____.

ROLLERMILLS APARTMENTS, LLC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

NUMBER

NOTARY PUBLIC (SIGNATURE) PRINTED NAME MY COMMISSION EXPIRES

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE PLANNING COMMISSION.

DIRECTOR-SECRETARY CHAIR, PLANNING COMMISSION

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT _____ A ROLLERMILLS APARTMENTS, LLC , AND THAT _____ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN _____

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVED THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATE HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENT AND OTHER PARCEL OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D. 20_____

MAYOR: _____

APPROVED: _____ ATTEST: _____
CITY ENGINEER (SEE SEAL BELOW) CITY RECORDER (SEE SEAL BELOW)

PLAT "C"
LEHI TECH SUBDIVISION
AMENDING LOT 1, LEHI TECH SUBDIVISION PLAT "A"
A COMMERCIAL SUBDIVISION OF UTAH COUNTY, STATE OF UTAH
200 SOUTH 1350 EAST, LEHI UTAH
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.
LEHI CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET SHEET 1 OF 1

Lehi Tech Plat C

Aerial

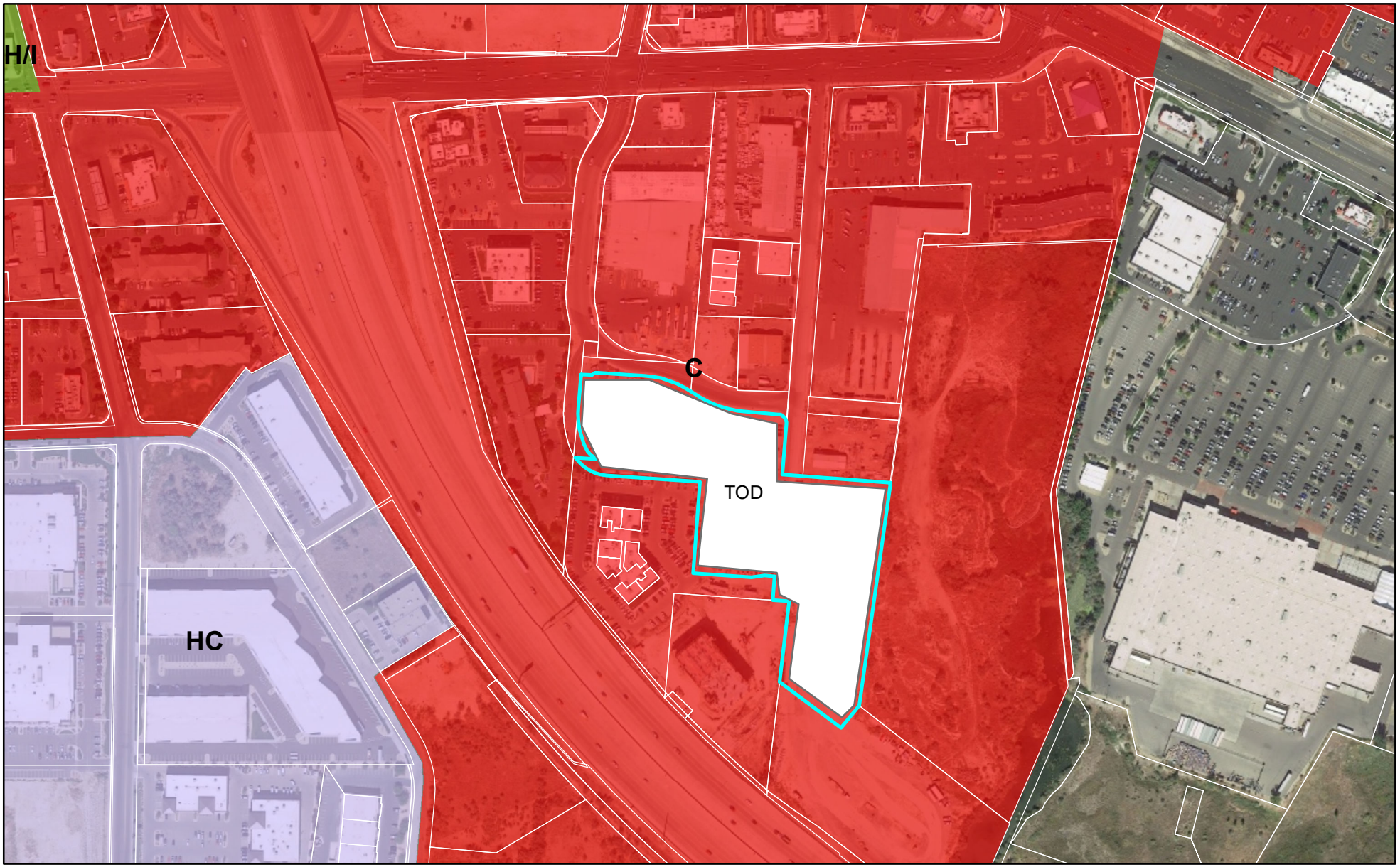


0 400 800 Feet

LEHI CITY

Lehi Tech Plat C

Zoning

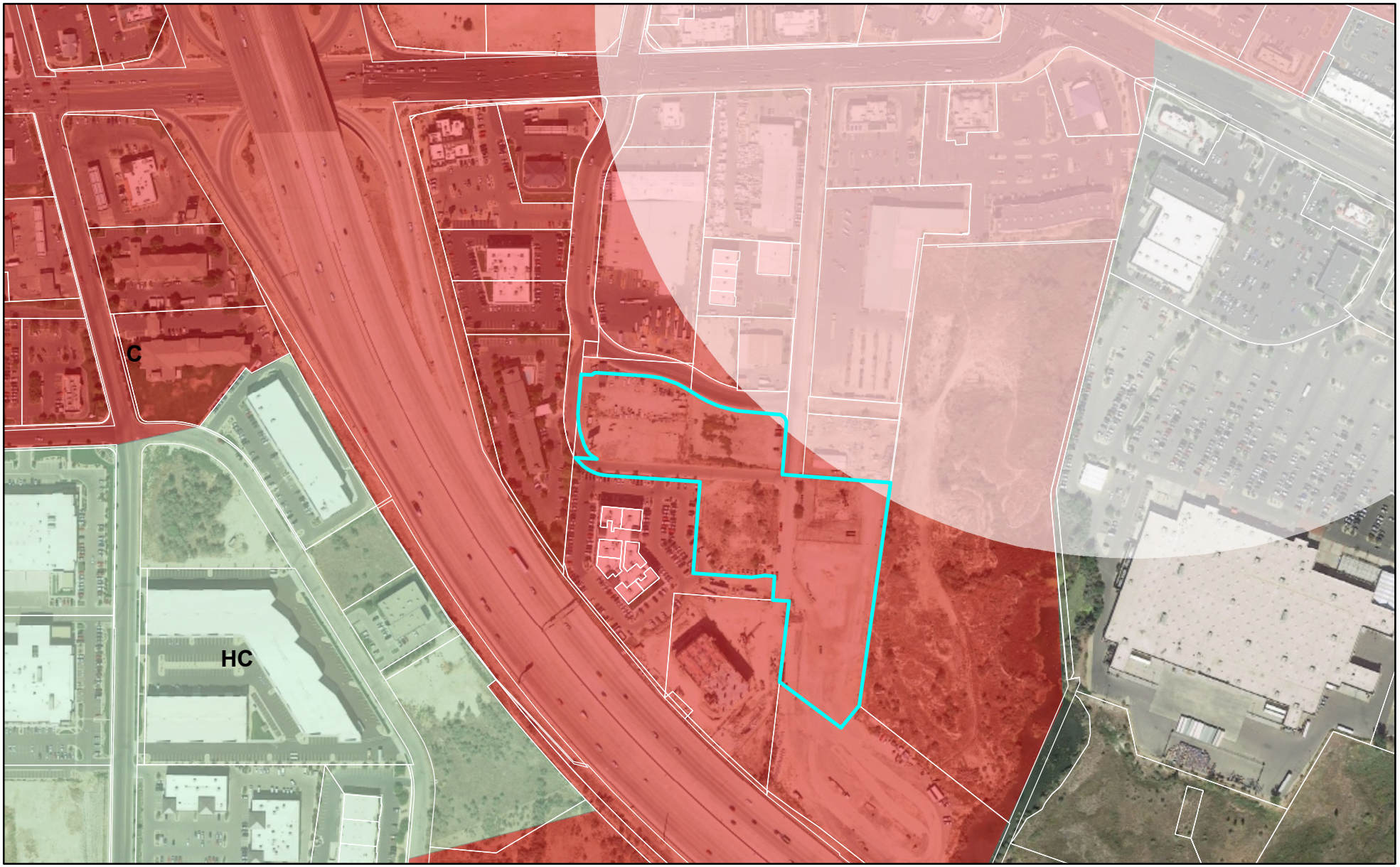


0 400 800 Feet

LEHI CITY

Lehi Tech Plat C

General Plan



LEHI CITY

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Sierra Pierson
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of approval for a Grading Permit on approximately 36.34-acres of property for the Primary Children's Hospital located at approximately 3000 West 2100 North.
Petitioner: EYP

Suggested Action:

Attachments:
CC Staff Report Primary Children's Hospital Grading Permit.docx

Primary Children's Hospital Grading Permit - narrative and haul route.pdf

Primary Children's Hospital Grading Permit DRC 07.01.2020.docx

Primary Children's Hospital Grading Permit Map - aerial.pdf

Primary Children's Hospital Grading Permit Map - general plan.pdf

Primary Children's Hospital Grading Permit Map - zoning.pdf

Primary Children's Hospital Grading Permit - plans.pdf

INTERMOUNTAIN HEALTHCARE PRIMARY CHILDREN'S HOSPITAL GRADING PERMIT

CITY COUNCIL REPORT

Applicant	EYP and AE Inc.		
Meeting Date	August 11, 2020		
Requested Action/Purpose	Approval of a grading permit		
Location	2250 North Miller Campus Drive		
Project Area	36.34-acres		
Existing Zoning	Planned Community (PC)		
General Plan Land Use Designation	Commercial (C)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	PC	Holbrook Farms
	South	C	2100 North
	East	PC	Holbrook Farms Future Park
	West	PC/C	Holbrook Farms/Undeveloped
Date of DRC Review	July 1, 2020		
Date of Planning Commission Review	July 23, 2020		
Assigned Planner	Sierra Pierson		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 12-A.100 B (3) Grading Permit Issuance
Grading Permits for grading projects with more than ten (10) contiguous acres may be issued by the Public Works Director following review by the DRC, review and recommendation following a public hearing by the Planning Commission and review and approval following a public hearing by the City Council.

When considering the approval of the grading permit the Public Works Director, DRC, Planning Commission and City Council, will verify that all of the following criteria are met (in addition to other applicable requirements of this code and other city codes):

(i) Approval of the proposal will not pose a threat to or be detrimental to the public health, safety, and welfare, nor be materially detrimental to fish and wildlife habitat and/or water resources as determined by an expert consultant (where applicable).
(ii) The proposal is not in a sensitive lands area, as defined by Sections 12.060 (J) (K) of the Lehi City Development Code.
(iii) All subdivisions plats and/or site plans must have at least a preliminary approval prior to issuance of a grading permit.

PROPERTY HISTORY

September 26, 2008 — This property was included in the Holbrook Farms Annexation.

November 17, 2015 — The Holbrook Farms Area Plan was approved by the City Council.

June 10, 2020 — The Primary Children's Hospital Subdivision was approved by the DRC. This approval is allowed at the DRC level from the Holbrook Farms Area Plan exceptions.

July 23, 2020	The Primary Children's Hospital Site Plan was approved by the Planning Commission.

REPORT ANALYSIS

The applicant is requesting approval of a grading permit for the Intermountain Healthcare Primary Children's Hospital site plan. The site plan is being submitted concurrently with this application. The applicant is hoping to begin grading while working on the preconstruction comments and building permit review for the site plan. This grading permit includes 38.38 acres, which requires review by the Planning Commission and approval by the City Council.

The grading operations are proposed to take place from August 2020 until March 2021. The grading on this site will require removal of materials. The site grading will result in a total of 148,092 cubic yards moved on-site which results in approximately 4,040 truckloads exported from the site. The applicant lists that this will be approximately 30-40 trucks per day during the peak grading operations. A map of the haul route has been included in the packet. The haul route includes a primary and secondary route. The primary route will go from Miller Campus Drive out to 2100 North. The secondary route includes going from Waterbury Drive to 3600 West and out to 2100 North. The revegetation plan includes finishing the site and implementing the landscaping plan.

The DRC had two comments which included the following:

1. Current all weather access or hard surface access to the existing sewer main and manholes must be provided for the duration of the project.
2. ALL existing sewer manholes must be raised to final grade and remain accessible during the grading of the site.

Please include all DRC comments as part of the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** to the City Council of the Intermountain Healthcare Primary Children's Hospital Grading Permit. This recommendation is based on the following findings:

1. The proposed Grading Permit will not pose a threat to or be detrimental to the public health, safety, and welfare.
2. The proposal is not in a sensitive lands area, as defined by Sections 12.060 (J) (K) of the Lehi City Development Code.
3. Other findings based upon information presented during the Planning Commission approval.

APPLICABLE DEVELOPMENT CODE REGULATIONS

The Planning Commission reviewed the proposed preliminary subdivision on July 23, 2020. The minutes and motion from this meeting are as follows:

3.2 Public hearing and recommendation EYP's request for review of a grading permit on approximately 36.34-acres of property for the Primary Children's Hospital located at approximately 3000 West 2100 North.

Motion: Commissioner Nielsen moved to forward a positive recommendation of **EYP's request for review of a grading permit on approximately 36.34-acres of property for the Primary Children's Hospital located at approximately 3000 West 2100 North**; including all DRC comments from July 1, 2020 and findings stated in the report. Commissioner Nielsen amended to consider utilizing alternating routes that are available depending on the time of the day to alleviate traffic concerns. Commissioner Bunker seconded.

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

GREAT BASIN ENGINEERING INC

June 22, 2020

Lehi City Planning
153 North 100 East
Lehi, Utah 84043
Attn: Mr. Kim Struthers

RE: Primary Children's Hospital – Lehi Campus
Grading Permit Application Narrative

Dear Kim,

Great Basin Engineering has been working with Intermountain Healthcare and EYP/VCBO Architects to develop design drawings for the new Primary Children's Hospital Lehi Campus. The project is located at the intersection of 2100 North (SR-194) and the newly named 'Miller Campus Drive'. A total of three buildings (hospital, clinic and Central Utility Plant) will be constructed on site totaling approximately 168,750 square feet of space. The campus sits on a 38.38-acre single lot that was recently subdivided. Site Development plans for the campus are currently under their third round of review by Lehi City's DRC and we anticipate they will be approved and included on the July 23rd Planning Commission agenda.

This Grading Permit Application is being filed to allow the project's General Contractor, Jacobsen Construction Company, to mobilize to the site as soon as possible this summer while the other 'Prior to Preconstruction' requirements associated with the Site Development Permit are being finalized with Lehi City. These grading operations are necessary to bring the site to the required subgrade elevations and to begin soil stabilization between the multi-;evel hospital and clinic buildings.

Based on the Grading Permit Application requirements, below is a breakdown of the required grading operations and earthwork quantities that will be associated with this project.

TOTAL YARDAGE MOVED ON-SITE = 148,092 Cubic Yards
EXTRACTABLE – BANK YARDAGE = 72,691 Cubic Yards
LOOSE YARDAGE = 80,768 Cubic Yards

Required export from this site will result in approximately 4,040 truck loads from the site. This equates to approximately 30-40 trucks per day during rough grading operations. A haul route map with primary and secondary routes is included as part of this submittal. Haul routes from the site will extend out to 2100 North from 'Miller Campus Drive' (primary) and Waterbury Drive to 3600 West as the secondary route.

Asphalt, concrete and road base deliveries will take place on an as needed basis and will be tied to the construction schedule. Haul routes from I-15 will run up and down SR-92 or on 1200 West.

Rough grading operations for the site are anticipated to begin August 2020 and are anticipated to finish by March 19, 2021.

Site landscaping plans are included as part of this Grading Permit Application submittal so final surface courses are easily identified.

A general vicinity map can be seen on Sheet CV.

A metes and bounds description of the project site is also included on sheet CV.

An overall grading plan is included on Sheet CG200 that includes proposed finished grade contours and depths of proposed cuts & fills.

A Storm Water Pollution Prevention Plan is included as part of this submittal. Temporary vegetative protection and dust control measures are addressed in this plan. The Utah State Notice of Intent has been filed with the State of Utah's Department of Environmental Quality.

A traffic control plan for the right of way improvements on 2100 North is included in the attached documentation. Any road closures for utility points of connection in Miller Campus Drive and Waterbury Drive will be coordinated with Lehi City's Public Works Department.

A copy of the completed Grading Permit Application is also included as part of this submittal.

Please contact me if you have any further questions.

Thanks,



Coury Morris, PE
Principal
Great Basin Engineering, Inc.


PCH - Lehi -Truck Routes
Legend
Main Haul Route
Secondary Haul Route
PCH
85
N 3600 W
Google Earth
1000 ft
N
48

Primary Children's Hospital Grading Permit
DRC Redline Comments

EYP – requests review of a grading permit for the Primary Children's Hospital, located at approximately 3000 West 2100 North.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 06/23/2020
Time Start: N/A
Time End: N/A

DRC REDLINE COMMENTS:
Glade – Power: No comment
Kerry – Fire: No comment
Greg – Water/Sewer:
1. Current all weather access or hard surface access to the existing sewer main and manholes must be provided for the duration of the project.
2. ALL existing sewer manholes must be raised to final grade and remain accessible during the grading of the site

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 23RD

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.

Intermountain Healthcare Primary Children's Hospital Grading Permit

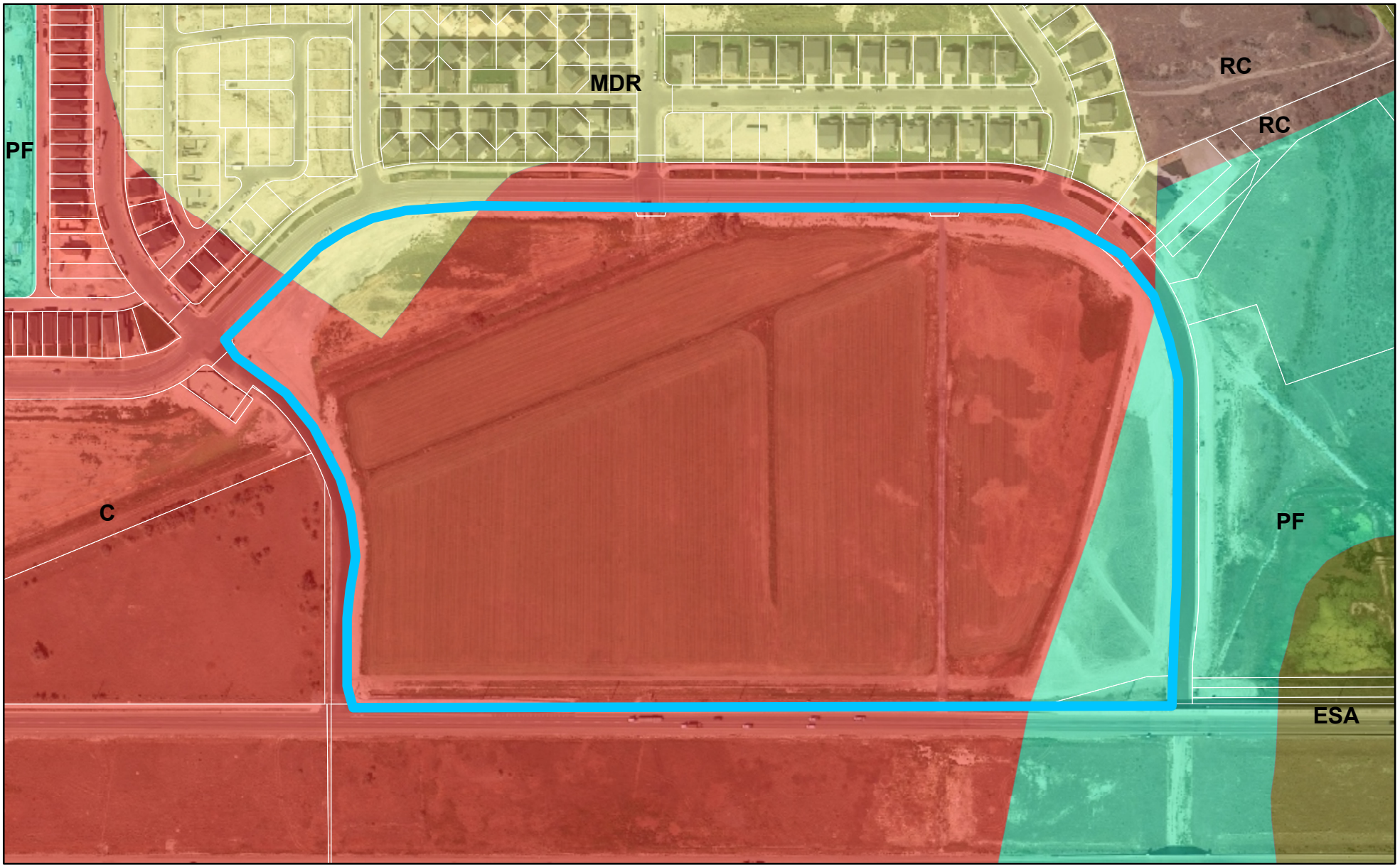
Aerial



LEHI CITY

Intermountain Healthcare Primary Children's Hospital Grading Permit

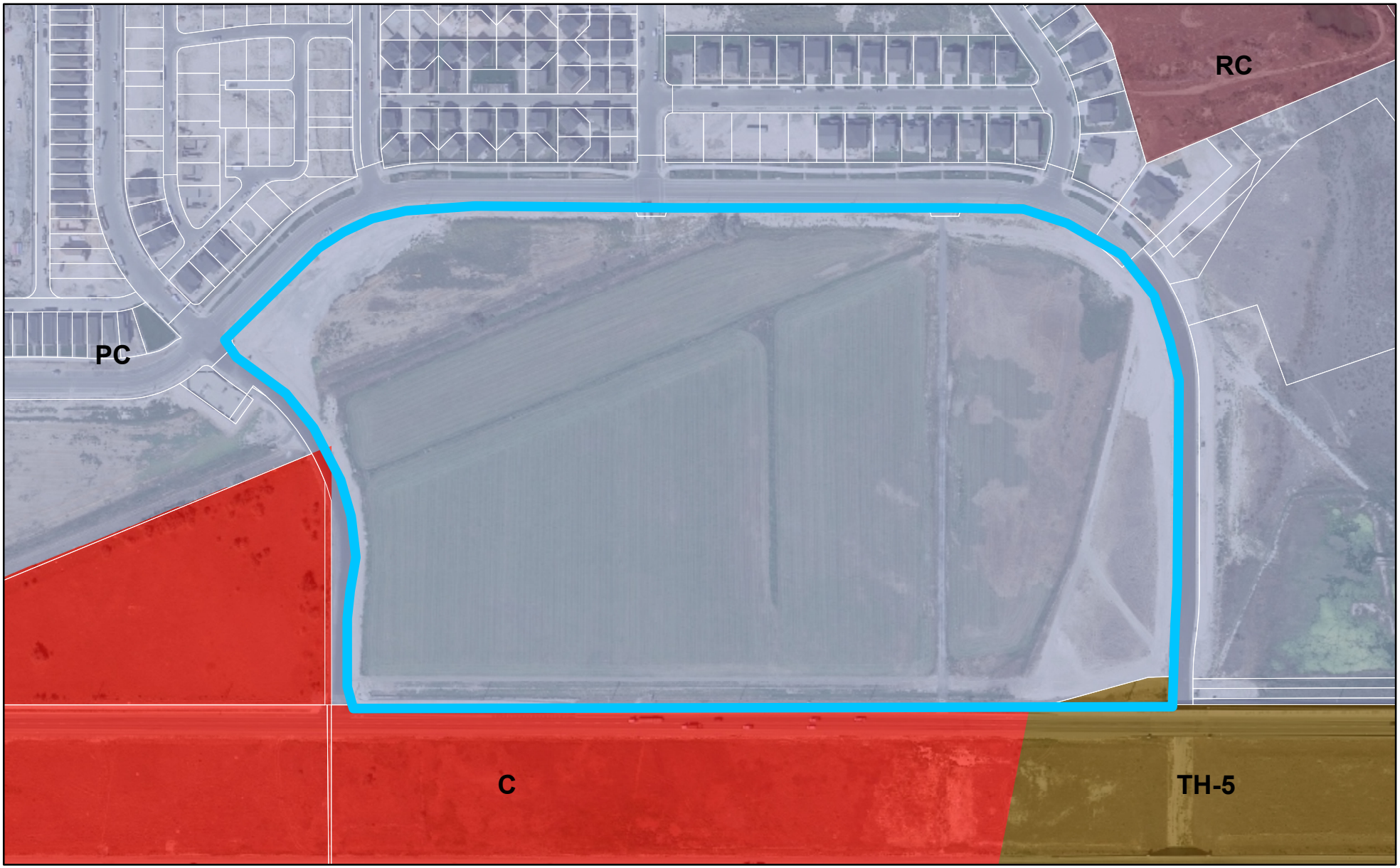
General Plan



LEHI CITY

Intermountain Healthcare Primary Children's Hospital Grading Permit

Zoning

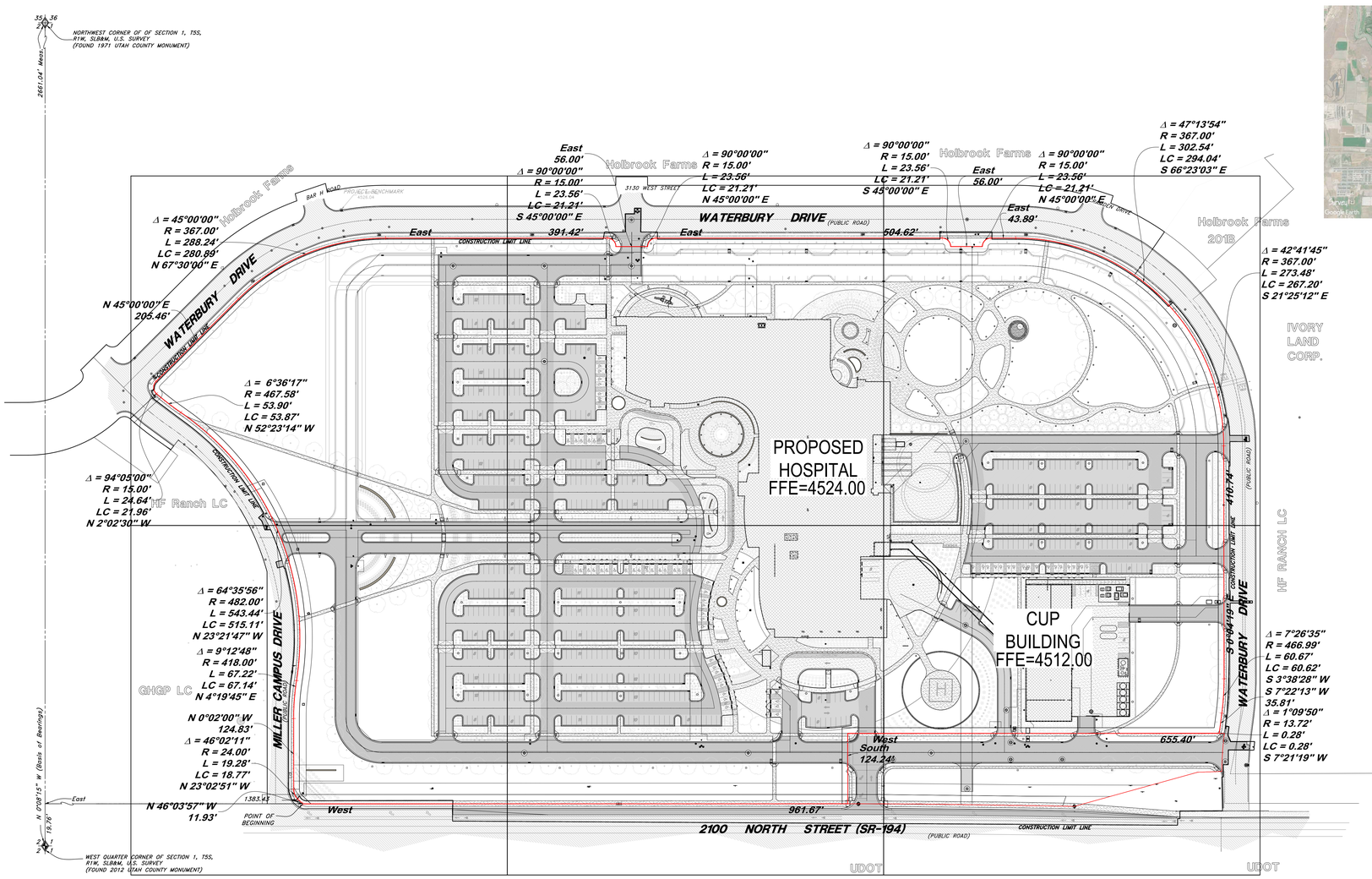


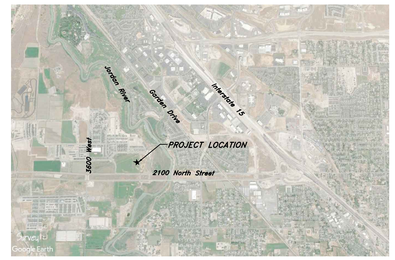
LEHI CITY

PRIMARY CHILDREN'S HOSPITAL - LEHI CAMPUS

SITE GRADING PERMIT APPLICATION

A part of the Northeast Quarter of Section 1, Township 5 South, Range 1 West, SLB&M, U.S. Survey
Lehi City, Utah County, Utah





Vicinity Map
NTS

Project Benchmark

WORKING POINT NAIL IN EXISTING CURB ON NORTH SIDE OF WATERBURY DRIVE
Found Elevation = 4526.04' (feet)

SHEET INDEX

CV	COVER SHEET
C-001	SUBDIVISION PLAT "FOR REFERENCE ONLY"
CD000	OVERALL DEMOLITION PLAN
CS100	OVERALL SITE PLAN
CS101	SITE PLAN
CS102	SITE PLAN
CS103	SITE PLAN
CS104	SITE PLAN
CS105	SITE PLAN
CS106	SITE PLAN
CG200	OVERALL GRADING & DRAINAGE PLAN
CG201	GRADING & DRAINAGE PLAN
CG202	GRADING & DRAINAGE PLAN
CG203	GRADING & DRAINAGE PLAN
CG204	GRADING & DRAINAGE PLAN
CG205	GRADING & DRAINAGE PLAN
CG206	GRADING & DRAINAGE PLAN
PP401	STREET 1 PLAN & PROFILE
SECP-E	SEDIMENT EROSION CONTROL PLAN EXISTING CONDITIONS
SECP-P	SEDIMENT EROSION CONTROL PLAN PROPOSED CONDITIONS
SECP-1	SEDIMENT EROSION CONTROL BMP'S

GENERAL NOTES

1. (1) One electronic copy of as-built drawings, formatted in accordance with Section 3 of the 2016 edition of the Lehi City Design Standards, shall be submitted to the City upon completion of the public improvements, including, water, sewer, storm drain and power.
2. Construction is to be done as per the latest edition of the Lehi City Design Standards and Public Improvements Specification.
3. All ADA Accessible sidewalk ramps will be constructed in accordance with the latest edition of the Lehi City Design Standards and Public Improvements Specifications.
4. Prior to Construction, an Erosion and Sedimentation control plan will be submitted to the Public Works Director for approval.
5. Prior to commencement of any work, a pre-construction meeting will be held with the Public Works Director, Chief Building Official, city inspectors, the contractor and the property owner.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO LEHI CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

DESCRIPTION

A portion of the Northwest Quarter and the Northeast Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the Northerly right-of-way line of 2100 North Street located 19.76 feet North 00°08'15" West along the section line and 1,396.24 feet East from the West Quarter corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 46°03'57" West 11.93 feet to a point of curvature; thence Northwesterly along the arc of a 24.00 foot radius curve to the right a distance of 19.28 feet (Central Angle equals 46°02'11" and Long Chord bears North 23°02'51" West 18.77 feet); thence North 0°02'00" West 124.83 feet to a point of curvature; thence Northeasterly along the arc of a 418.00 foot radius curve to the right a distance of 67.22 feet (Central Angle equals 9°12'48" and Long Chord bears North 4°19'45" East 67.14 feet) to a reverse curve; thence Northwesterly along an arc of a 482.00 foot curve to the left a distance of 543.44 feet (Central Angle equals 64°35'56" and Long Chord bears North 23°21'47" West 515.11 feet) to a curve; thence Northwesterly along a 467.58 foot curve to the left a distance of 53.90 feet (Central Angle equals 6°36'17" and Long Chord bears North 52°23'14" West 53.87 feet) to a reverse curve; thence Northwesterly along the arc a 15.00 foot radius curve to the right a distance of 24.63 feet (Long Chord bears North 2°02'30" West 21.96 feet) to a point of tangency; thence North 45°00'00" East 205.46 feet; thence along the arc of a curve to the right with a radius of 367.00 feet a distance of 288.24 feet through a central angle of 45°00'00" Chord: North 67°30'00" East 280.89 feet; thence East 391.42 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: South 45°00'00" East 21.21 feet; thence East 56.00 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: East) a distance of 23.56 feet through a central angle of 90°00'00" Chord: North 45°00'00" East 21.21 feet; thence East 504.62 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: South 45°00'00" East 21.21 feet; thence East 56.00 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: East) a distance of 23.56 feet through a central angle of 90°00'00" Chord: North 45°00'00" East 21.21 feet; thence East 43.89 feet; thence along the arc of a curve to the right with a radius of 367.00 feet a distance of 302.54 feet through a central angle of 47°13'54" Chord: South 66°23'03" East 294.04 feet to a point of curvature; thence Southeasterly along the arc of a 367.00 foot curve to the right a distance of 273.48 feet (Central Angle equals 42°41'45" and Long Chord bears South 21°25'12" East 267.20 feet) to a point of tangency; thence South 0°04'19" East 410.74 feet to a point of curvature; thence Southwesterly along the arc of a 466.99 foot radius curve to the right a distance of 60.67 feet (Central Angle equals 7°26'35" and Long Chord bears South 3°38'28" West 60.62 feet) to a point of tangency; thence South 7°22'13" West 35.81 feet to a point of curvature; thence Southwesterly along the arc of a 13.72 foot curve to the left a distance of 0.28 feet (Central Angle equals 1°09'50" and Long Chord bears South 7°21'19" West 0.28 feet); thence West 655.40 feet; thence South 124.24 feet to a point on the Northerly right-of-way line of 2100 North Street; thence along said Northerly right-of-way line West 961.67 feet to the point of beginning.

Project Contacts

Owner/Developer
Intermountain Health Care
Contact: Jimmy Nielsen
36 South State Street 23rd Floor
Salt Lake City, UT 84103
Office: (801)442-3444
Mobile: (385)315-5094
jimmy.nielsen@imail.org

Engineer
Great Basin Engineering, Inc.
Contact: Coury Morris, P.E.
5746 S. 1475 E. Ogden UT 84403
Office: (801) 394-4515
Mobile: (801) 628-9677
Courym@greatbasineng.com

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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP



COVER SHEET

DATE: 06/09/2020
SCALE: NONE
EYP PROJECT NUMBER : 6018080.01

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Primary Children's Hospital Lehi Subdivision

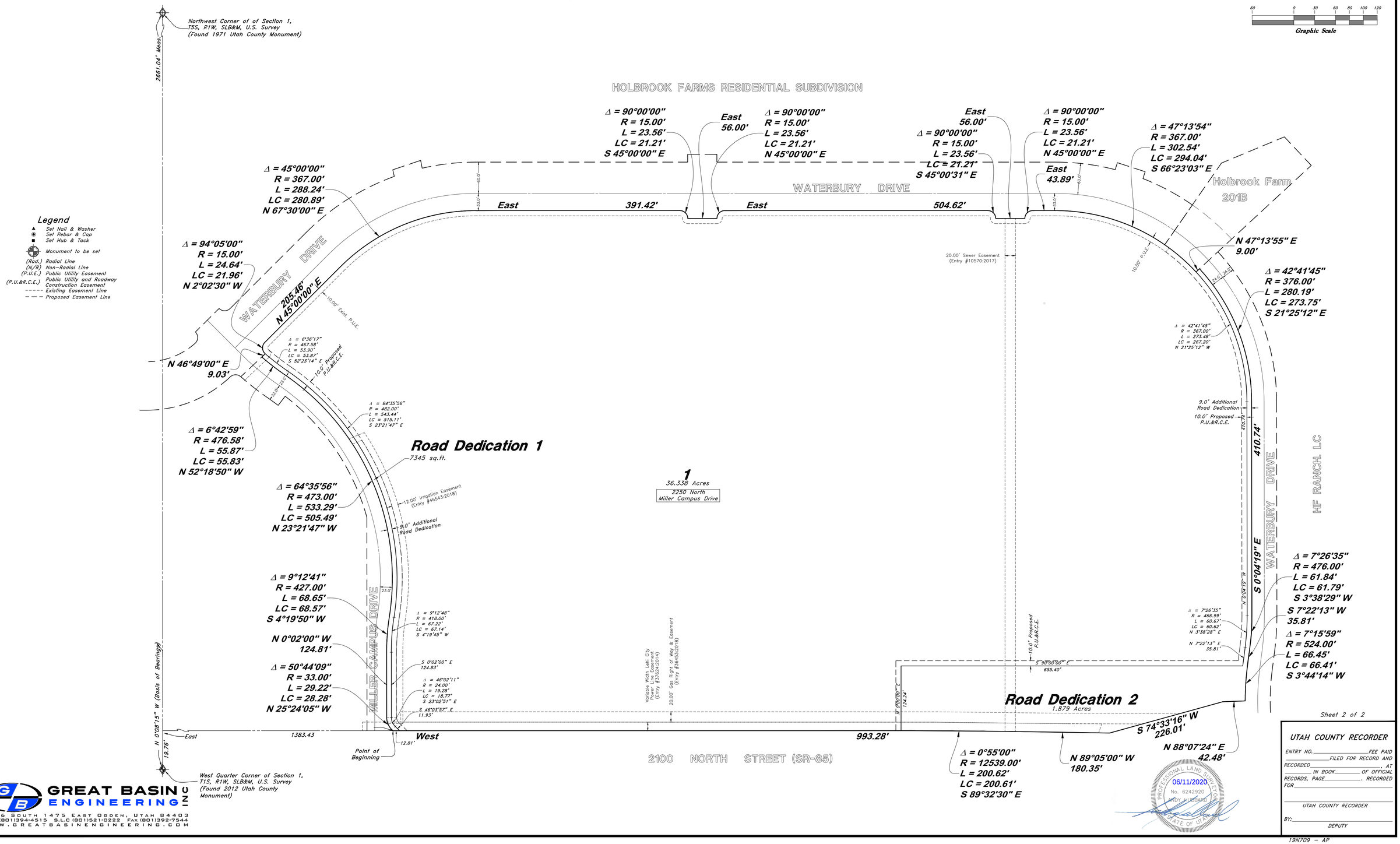
A Commercial Subdivision

A part of the Northeast Quarter of Section 1, Township 5 South, Range 1 West, SLB&M, U.S. Survey
Lehi City, Utah County, Utah
July 2020

Scale: 1" = 60'

60 0 30 60 80 100 120

Graphic Scale



Legend

- Set Nail & Washer
- Set Rebar & Cap
- Set Hub & Tack
- Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- (P.U.E.) Public Utility Easement
- (P.U.&R.C.E.) Public Utility and Roadway Construction Easement
- Existing Easement Line
- Proposed Easement Line

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06/11/2020
No. 6242920
ANDY HUBBARD
STATE OF UTAH
PROFESSIONAL LAND SURVEYOR

Sheet 2 of 2

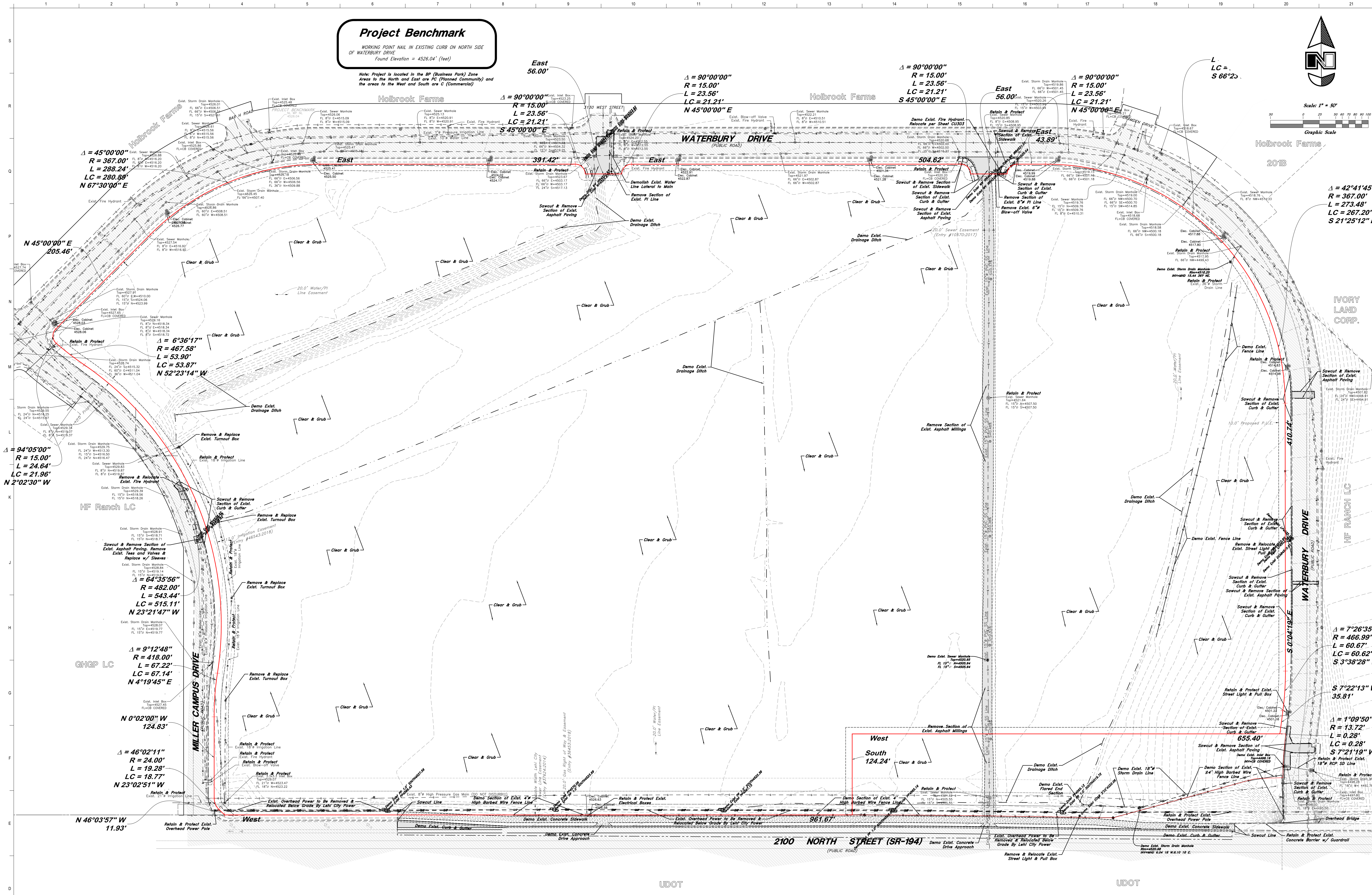
UTAH COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____IN BOOK_____OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

_____
UTAH COUNTY RECORDER

BY:_____
DEPUTY

19N709 – AP



GENERAL DEMOLITION NOTES:

1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
2. Refer to site improvement plans for more details on limits of removal.
3. Demolish existing buildings and clear from site. (Including removal of all footings and foundations.)
4. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown.
5. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
6. Basements and other excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner)
7. Clear and grub trees, shrubs, and vegetation within construction limits, disposal to be off-site except where noted otherwise.
8. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
9. If ASBESTOS is found in existing structures, the Asbestos must be removed in a legal manner by a contractor licensed to handle asbestos materials. (Not a part of contract)
10. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
11. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
12. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
13. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
14. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
15. Install traffic warning devices as needed in accordance with local standards.
16. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.

CAUTION NOTICE TO CONTRACTOR

The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the propose improvements shown on the plans.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property: that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO LEHI CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP

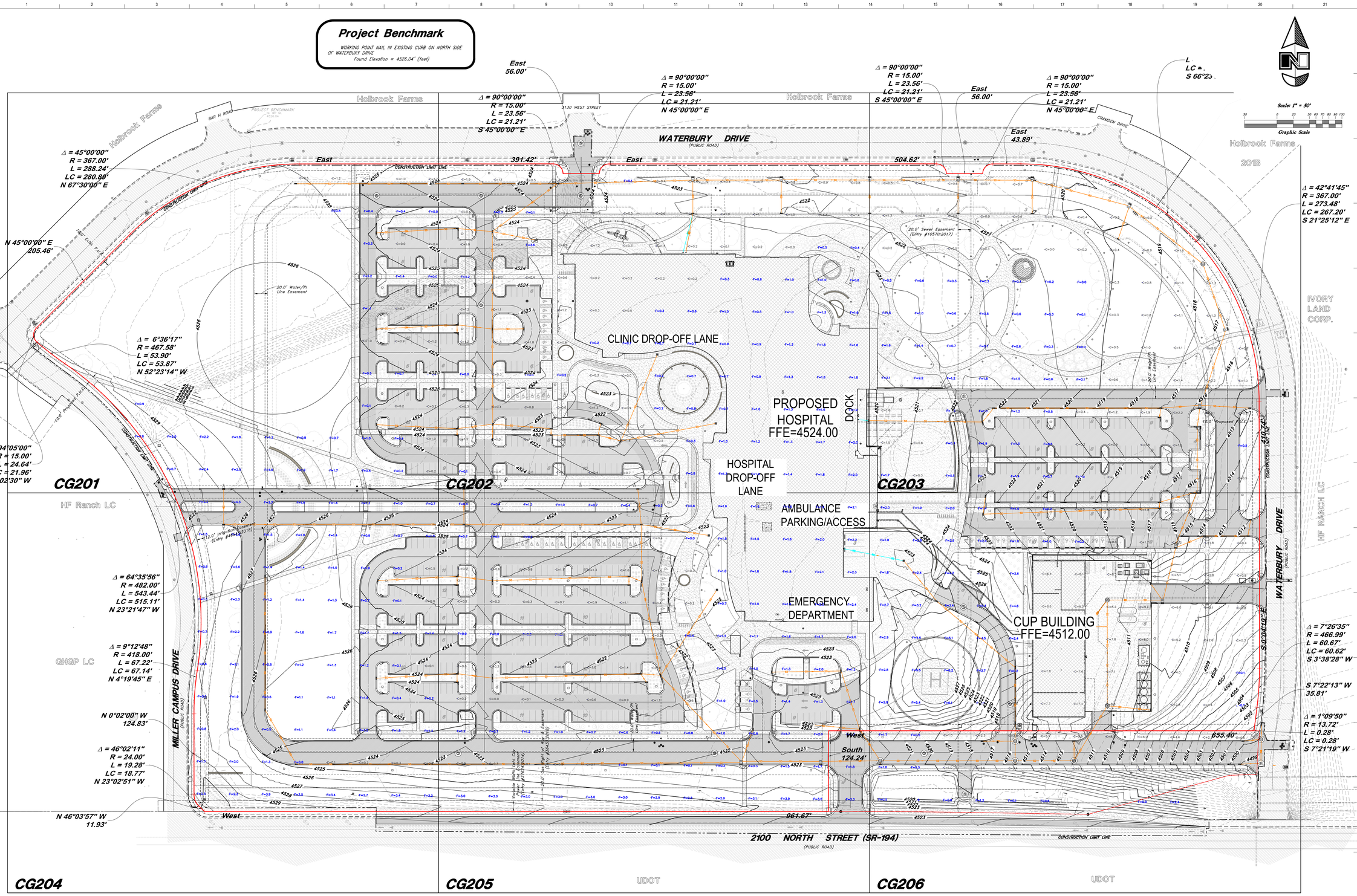
PROFESSIONAL ENGINEER No. 7742907 ALBERT COURY MORRIS 06/09/2020 STATE OF UTAH

OVERALL DEMOLITION PLAN

DATE: 06/09/2020
SCALE: 1" = 50'-0"
EYP PROJECT NUMBER : 6018080.01

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GENERAL GRADING NOTES:

1. All work shall be in accordance with the City Public Works Standard.
2. Cut slopes shall be no steeper than 2 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 2 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer.
5. Areas to receive fill shall be properly prepared and approved by the City inspector and geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by the site geotechnical engineer per the grading code.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from the geotechnical engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permitee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading project.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the city engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. Elevations shown on this plan are finish grades. Rough grades are the subgrades of the improvements shown hereon.
18. The recommendations in the following Geotechnical Engineering Report by AGEC are included in the requirements of grading and site preparation.
    The report is titled "GEOTECHNICAL INVESTIGATION PROPOSED PRIMARY CHILDREN'S HOSPITAL"
    Job No.: 1190876 Address: 2900 WEST HIGHWAY 85 Lehi, Utah
    Dated: January 10, 2020
19. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
20. Erosion Control: Protect all inlet boxes, catch basins, etc. with straw bales or other approved method to strain the storm water during construction. Protect surrounding properties and streets from site runoff with sandbags and earth berms.

CURB AND GUTTER CONSTRUCTION NOTES:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on site and grading plan.
3. It is the responsibility of the surveyor to adjust top of curb grades at the time construction staking.
4. Refer to the typical details for a standard and open face curb and gutter for dimensions.
5. Transitions between open face and standard curb and gutter are to be smooth. Hand form these areas if necessary.

ADA NOTES:

Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routs must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If grades on plans do not meet this requirement notify Consultants immediately.

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ALL CONSTRUCTION TO CONFORM TO LEHI CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

DETENTION NOTE:
STORM WATER GENERATED FROM THIS SITE HAS BEEN ACCOUNTED FOR IN THE HOLBROOK FARMS MASTER DRAINAGE PLAN. STORM WATER GENERATED FROM THIS SITE WILL FLOW THROUGH THE ON-SITE STORM WATER SYSTEM UNRESTRICTED TO THE NORTHEAST CORNER OF THE SITE. DETENTION WILL BE PROVIDED IN HOLBROOK FARMS' DETENTION POND #1.

Note: Private storm drain lines shown on these plans to be owned & maintained by the owners of this property. A long term storm water management plan between IHC Health Services Inc. & Lehi City will be required prior to plan approval.

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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

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OVERALL GRADING & DRAINAGE PLAN

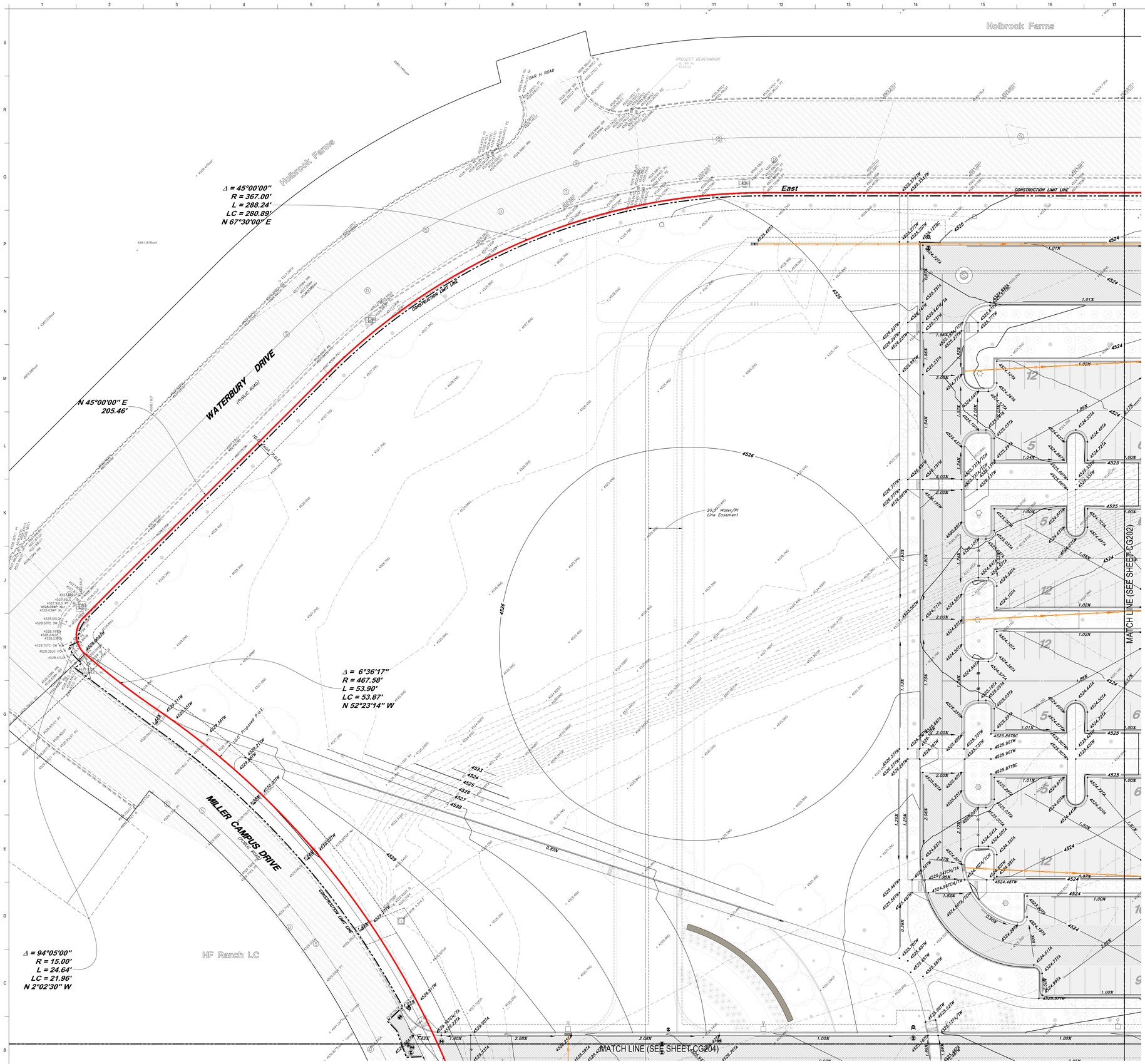
DATE: 06/09/2020
SCALE: 1" = 50'-0"
EYP PROJECT NUMBER : 6018080.01

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Scale: 1" = 20'

Graphic Scale

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ALL CONSTRUCTION TO CONFORM TO LEHI CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

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GRADING & DRAINAGE PLAN

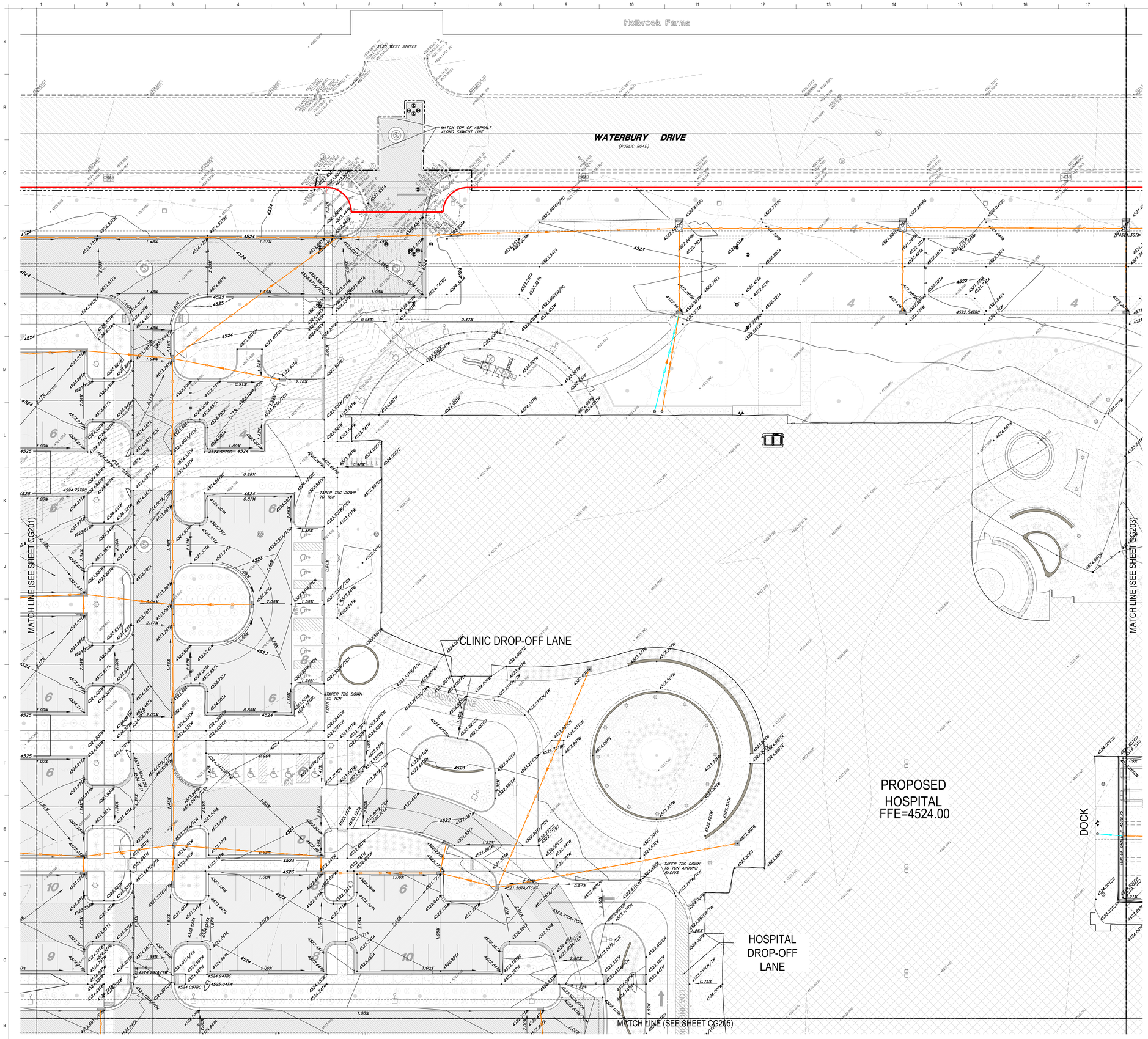
DATE: **06/09/2020**
SCALE: **1" = 20'-0"**
EYP PROJECT NUMBER : **6018080.01**

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Scale: 1" = 20'

Graphic Scale

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#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP



GRADING & DRAINAGE PLAN

DATE: 06/09/2020
SCALE: 1" = 20'-0"

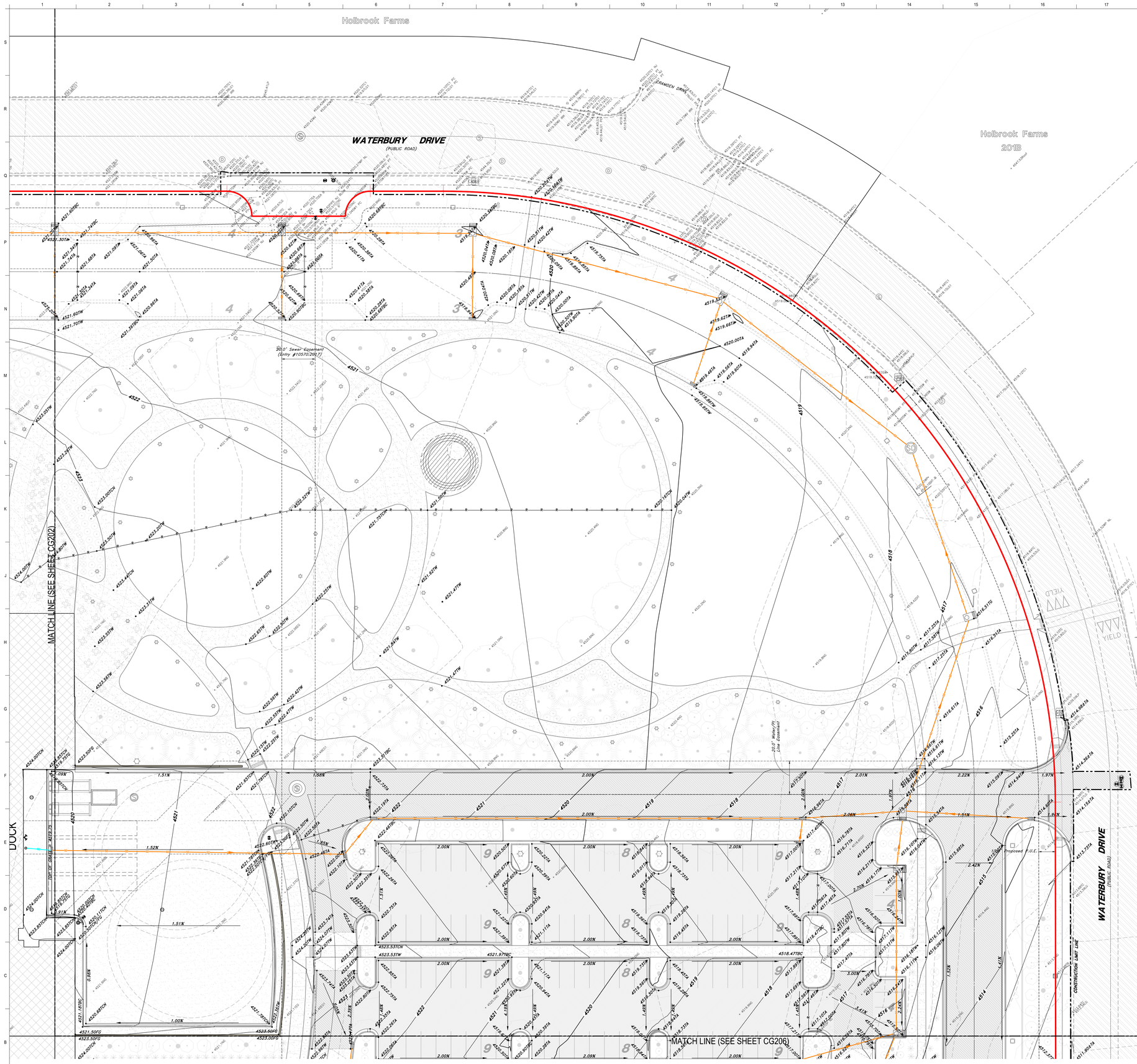
EYP PROJECT NUMBER : 60180080.01

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4/3/2020 4:33:47 PM

W:\19N907- Primary Children's Hospital - Lehi Campus\Drawings\PCH Civil Drawing.dwg, 6/19/2020 2:38:59 PM, RebeccaC, 1:1



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    Dated: January 10, 2020
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ALL CONSTRUCTION TO CONFORM TO LEHI CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

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N

KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP



GRADING & DRAINAGE PLAN

DATE: 06/09/2020
SCALE: 1" = 20'-0"

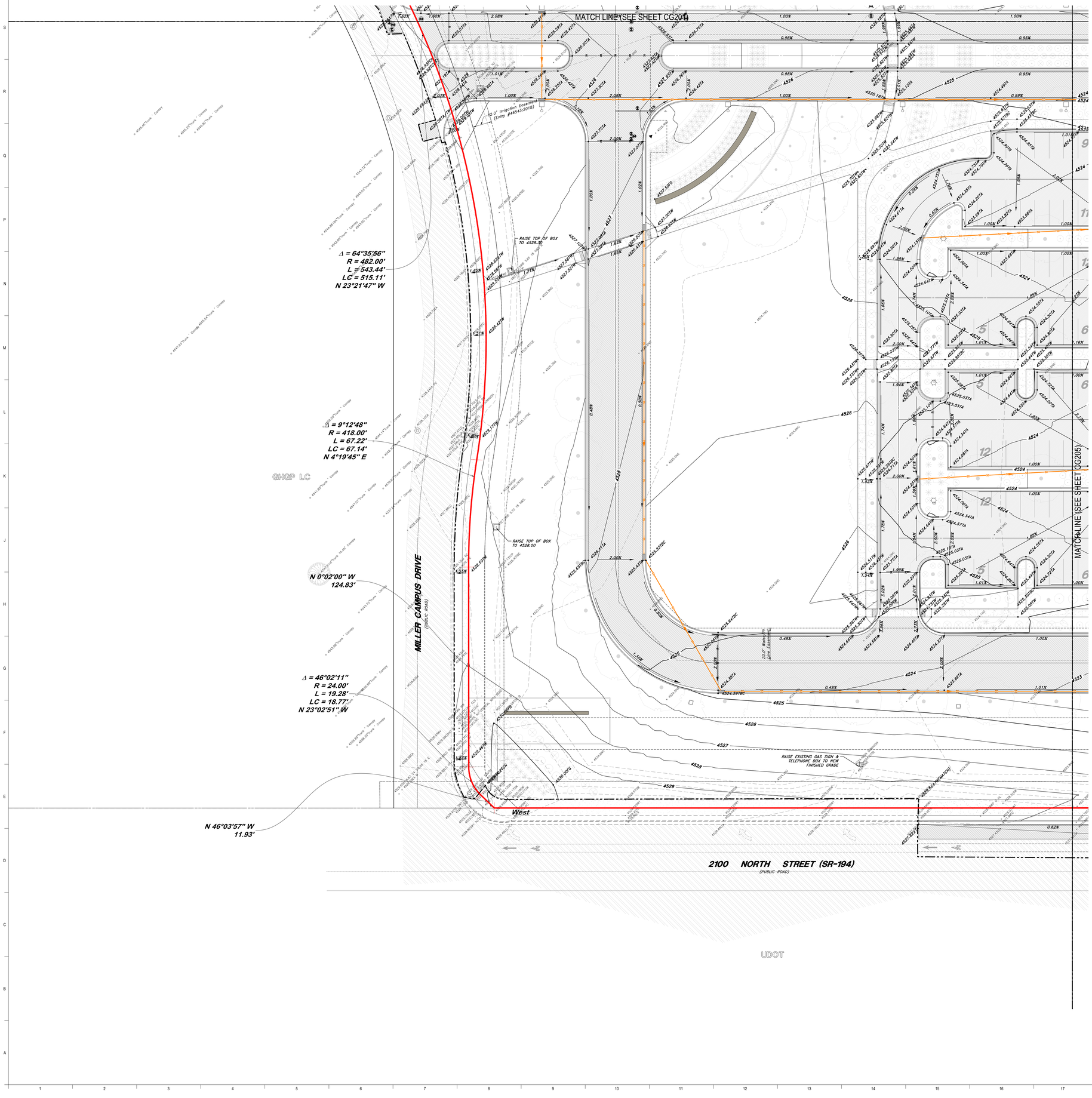
EYP PROJECT NUMBER : 6018080.01

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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP



GRADING & DRAINAGE PLAN

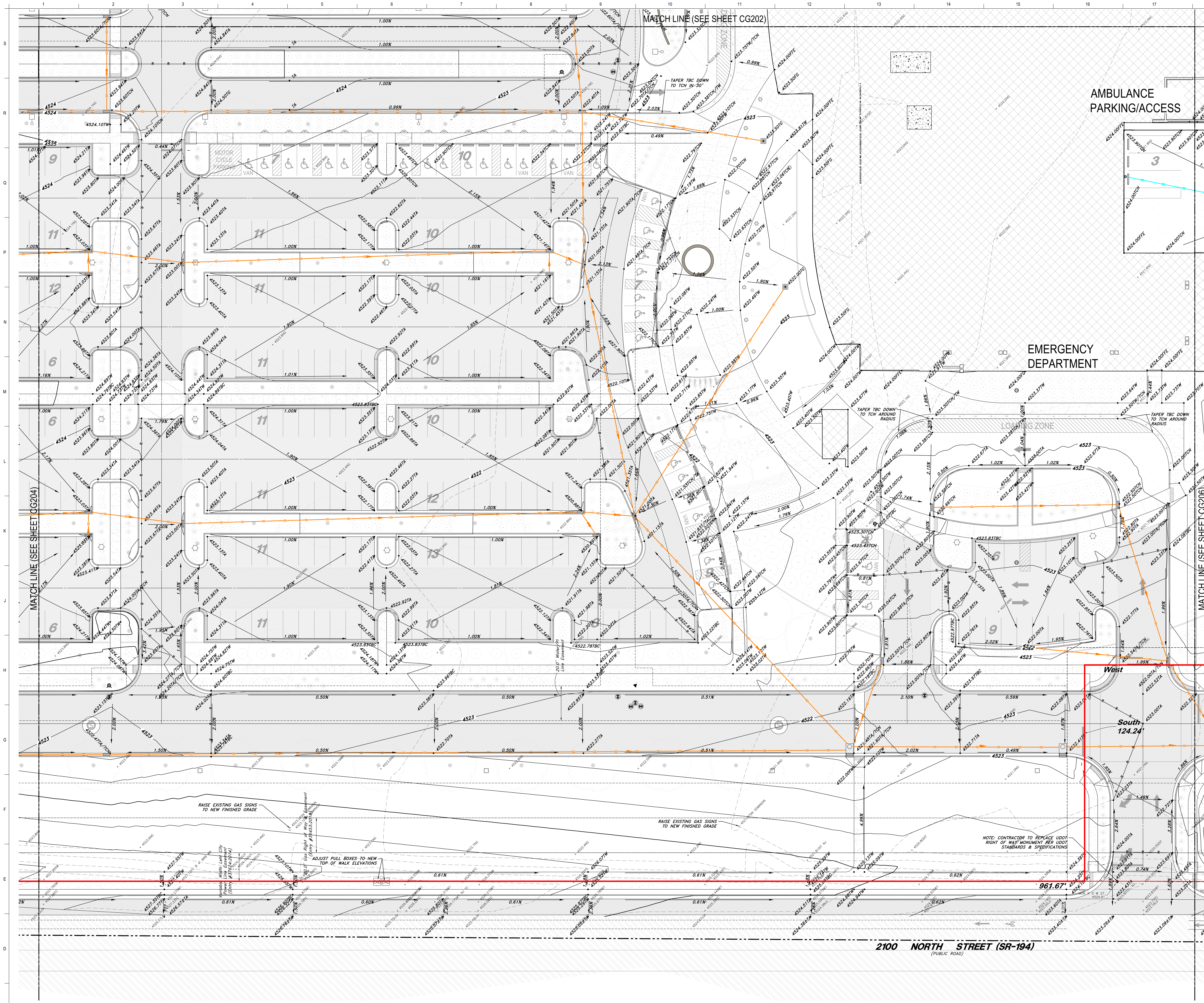
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SCALE: 1" = 20'-0"
EYP PROJECT NUMBER : 6018080.01

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Scale: 1" = 20'

Graphic Scale

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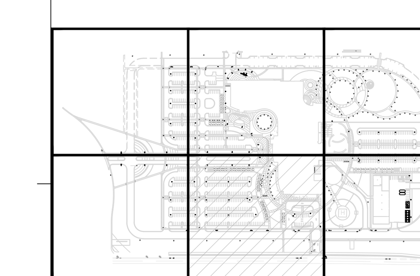
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KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP

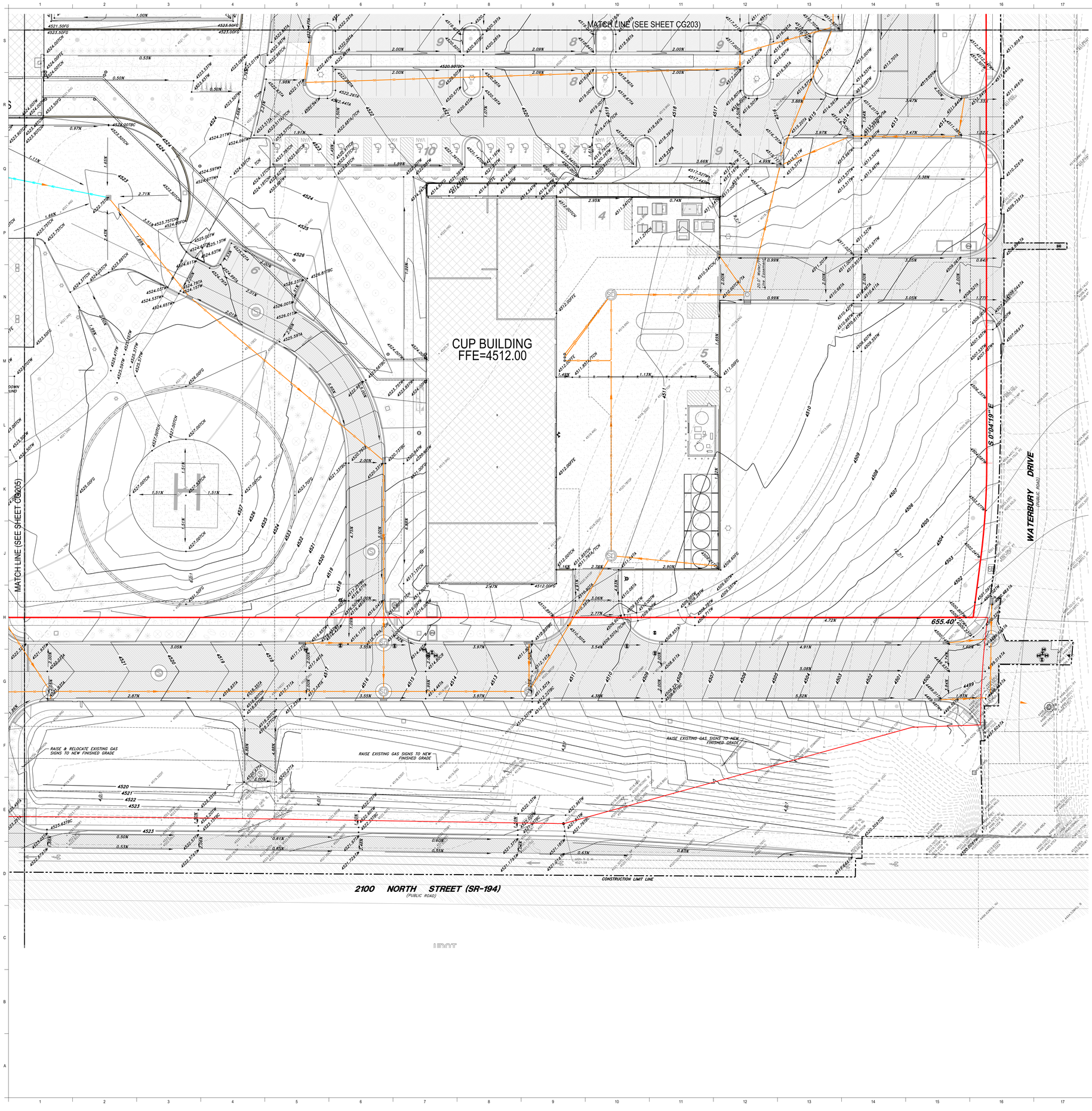
PROFESSIONAL ENGINEER No. 7742907 ALBERT COURY MORRIS 06/09/2020 STATE OF UTAH

GRADING & DRAINAGE PLAN

DATE: 06/09/2020
SCALE: 1" = 20'-0"
EYP PROJECT NUMBER : 6018080.01

CG205

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Scale: 1" = 20'

Graphic Scale

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N

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Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP

ALBERT COURY
6179 OCCUPATION
ALBERT COURY
06/09/2020
STATE OF UTAH

GRADING & DRAINAGE PLAN

DATE: **06/09/2020**
SCALE: **1" = 20'-0"**

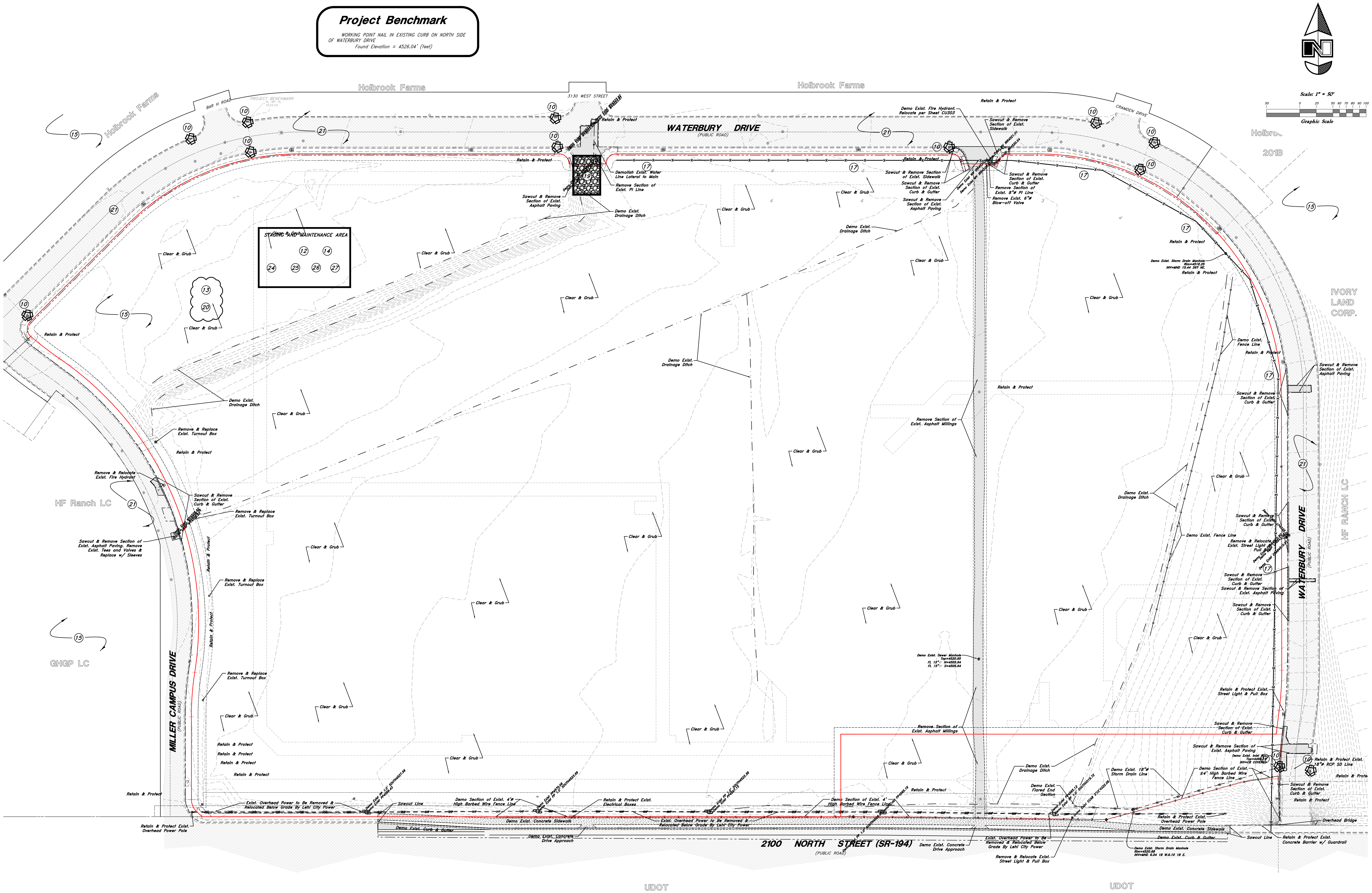
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NOTES:

This sheet constitutes only one part of the Sediment and Erosion Control Plan (SECP). There are a total of 2 sheets which make up the entire SECP for this project. These sheets may be included in the improvement drawing plan set, but only as a courtesy. These sheets are most importantly included in the Storm Water Pollution Prevention Plan (SWPPP) for this project. They are located in Appendix A of the SWPPP.

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SELECTED BMPS

1. Utilize BMP CBC Catch Basin Cleaning
2. Not Used this sheet
3. Utilize BMP CS Construction Sequencing
4. Not Used
5. Utilize BMP DW Dewatering Operations
6. Utilize BMP DC Dust Controls
7. Utilize BMP ET Employee Training
8. Utilize BMP HWM Hazardous Waste Management
9. Const. BMP IDC Illegal Dumping Controls
10. Const. BMP IP Inlet Protection (Gravel Bags or Silt Bags are the recommended choices)
11. Utilize BMP MU Material Use
12. Utilize BMP MS Material Storage
13. Const. BMP PC Plastic Covering
14. Const. BMP PT Portable Toilets
15. Utilize BMP PEV Preservation of Existing Vegetation
16. Not Used this sheet
17. Const. BMP SF Silt Fence and/or SBB Sand Bag Barrier
18. Utilize BMP SCU Spill Clean-Up
19. Const. BMP SCE Stabilized Construction Entrance
20. Const. BMP SM Stockpile Management
21. Utilize BMP SS Street Sweeping
22. Utilize BMP SDF Storm Drain Flushing
23. Utilize BMP UOR Used Oil Recycling
24. Utilize BMP VEC Vehicle and Equipment Cleaning
25. Utilize BMP VEF Vehicle and Equipment Fueling
26. Utilize BMP VEMR Vehicle And Equipment Maintenance & Repair
27. Utilize BMP WHD Waste Handling and Disposal

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PROFESSIONAL ENGINEER No. 7742907 ALBERT COURY MORRIS 06/09/2020 STATE OF UTAH

SEDIMENT EROSION CONTROL PLAN - EXISTING CONDITIONS

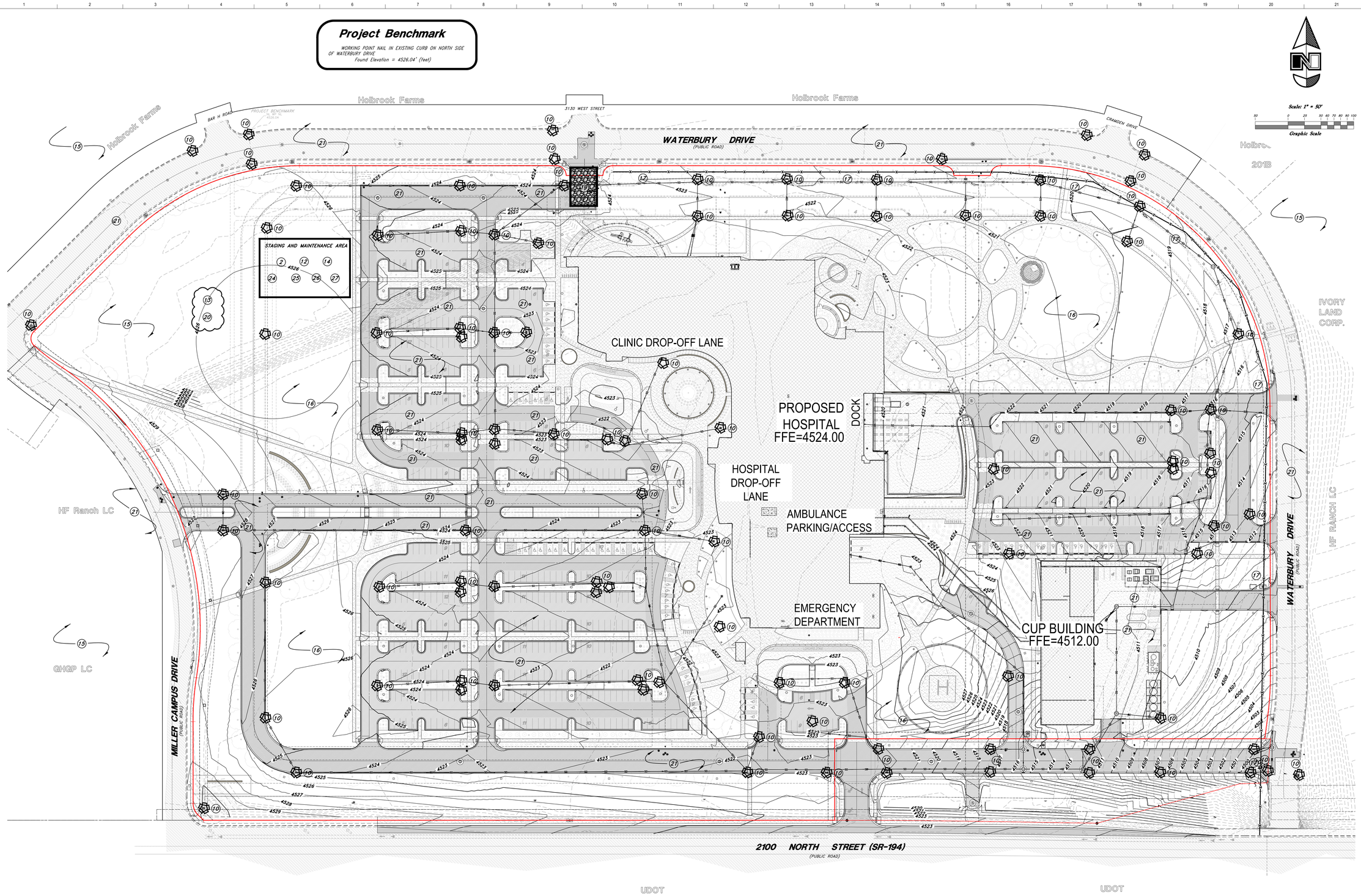
DATE: 06/09/2020
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SECP-E

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9. Const. BMP IDC Illegal Dumping Controls
10. Const. BMP IP Inlet Protection (Gravel Bags or Silt Bags are the recommended choices)
11. Utilize BMP MU Material Use
12. Utilize BMP MS Material Storage
13. Const. BMP PC Plastic Covering
14. Const. BMP PT Portable Toilets
15. Utilize BMP PEV Preservation of Existing Vegetation
16. Const. BMP SP Seeding and Planting
17. Const. BMP SF Silt Fence and/or SBB Sand Bag Barrier
18. Utilize BMP SCU Spill Clean-Up
19. Const. BMP SCE Stabilized Construction Entrance
20. Const. BMP SW Stockpile Management
21. Utilize BMP SS Street Sweeping
22. Utilize BMP SDF Storm Drain Flushing
23. Utilize BMP UOR Used Oil Recycling
24. Utilize BMP VEC Vehicle and Equipment Cleaning
25. Utilize BMP VEF Vehicle and Equipment Fueling
26. Utilize BMP VEMR Vehicle And Equipment Maintenance & Repair
27. Utilize BMP WHD Waste Handling and Disposal

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Ogden, Utah 84403 Main (801)394-4515
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www.greatbasinengineering.com

KEY PLAN

#	Revision	Date

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE
PERMIT REVIEW SET #2

STAMP



SEDIMENT EROSION CONTROL PLAN - PROPOSED CONDITIONS

DATE: 06/09/2020
SCALE: 1" = 50'-0"

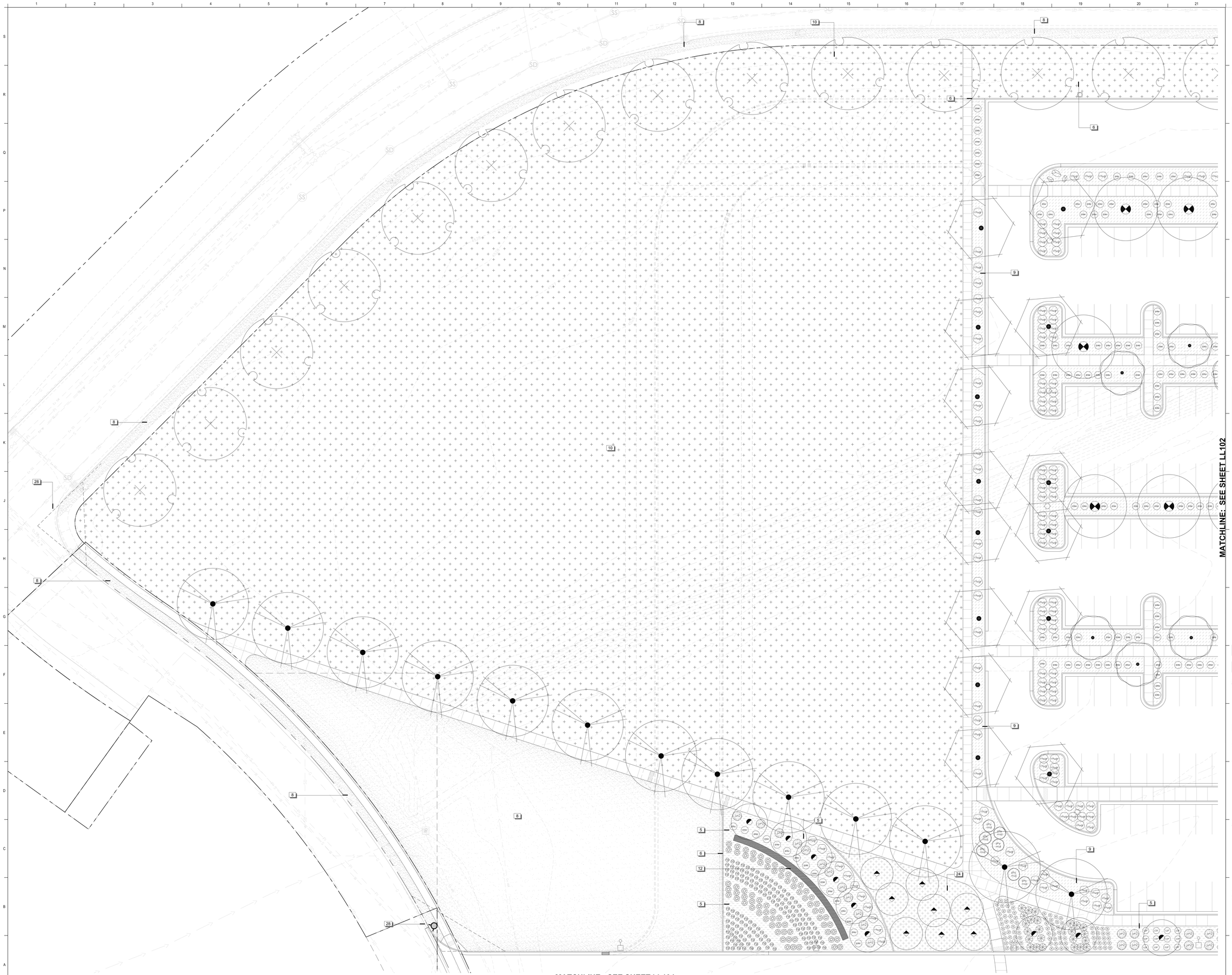
EYP PROJECT NUMBER : 6018080.01

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SITE LANDSCAPE PLAN

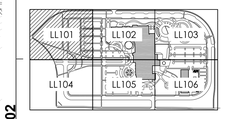
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N
0 8 16 32
SCALE: 1" = 16'-0"



KEY PLAN

#	Revision	Date
1	City Resubmital	06/08/2020

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE - PERMIT REVIEW SET #1

STAMP

LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
May 19, 2020
STATE OF UTAH

SITE LANDSCAPE PLAN

DATE: **04/17/2020**
SCALE:
EYP PROJECT NUMBER : **6018080.01**

LL101

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MATCHLINE: SEE SHEET LL101

MATCHLINE: SEE SHEET LL103

LOADING ZONE

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MATCHLINE: SEE SHEET LL105

SITE LANDSCAPE PLAN

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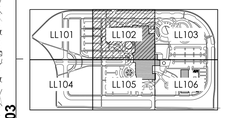
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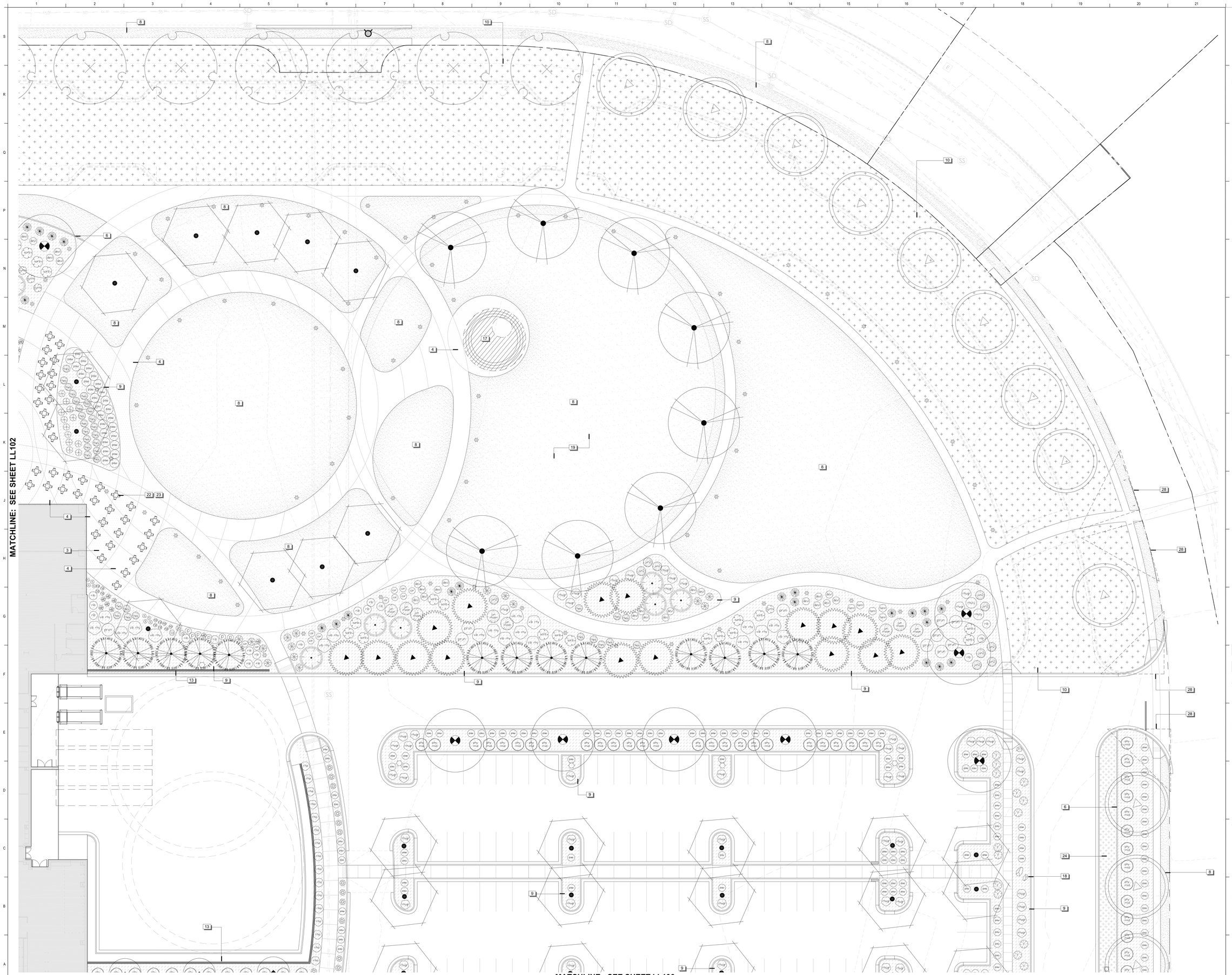
LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
May 19, 2020
STATE OF UTAH

SITE LANDSCAPE PLAN

DATE: **04/17/2020**
SCALE:
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SITE LANDSCAPE PLAN

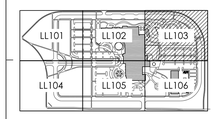
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SCALE: 1" = 16'-0"



KEY PLAN

#	Revision	Date
1	City Resubmittal	06/08/2020

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LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
May 19, 2020
STATE OF UTAH

SITE LANDSCAPE PLAN

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LL103

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MATCHLINE: SEE SHEET LL101

MATCHLINE: SEE SHEET LL105

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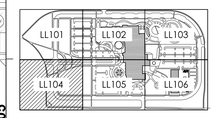
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LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
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MATCHLINE: SEE SHEET LL104

MATCHLINE: SEE SHEET LL106

MOTOR CYCLE PARKING

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KEY PLAN
LL101 LL102 LL103
LL104 LL105 LL106

#	Revision	Date
1	City Resubmital	06/08/2020

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Richard L. Gilbert
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May 19, 2020
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MATCHLINE: SEE SHEET LL103

MATCHLINE: SEE SHEET LL105

4 INCH IRRIGATION POINT OF CONNECTION - COORDINATE WITH CIVIL PLANS

MOTOR CYCLE PARKING

SITE LANDSCAPE PLAN

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KEY PLAN

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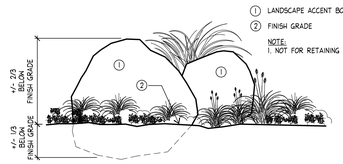
LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
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May 19, 2020
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SITE LANDSCAPE PLAN

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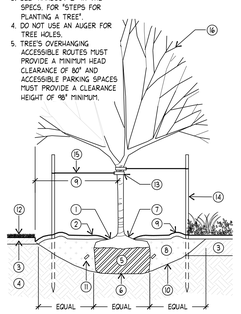
LL106

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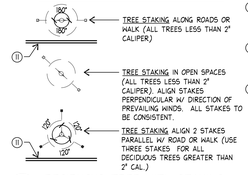
L LANDSCAPE ACCENT BOULDER

SCALE: NTS SECTION



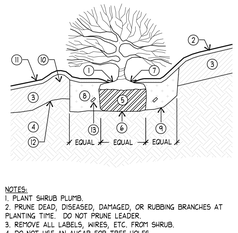
1 MULCH 1" TO 2" BACK FROM TRUNK
2 MULCH LAYER - SEE SPECS. AND PLANS
3 AMENDED TOPSOIL- SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF THE TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 PREPARE A WATERING CIRCLE OF 2' DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND THE WATERING WELL TO THE DRIP LINE OF THE TREE CANOPY.
10 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11 FERTILIZER TABLET - SEE SPECS.
12 DO NOT PLANT LAWN IN TREE PIT
13 3" OR WIDER NYLON WEBBING W/ METAL GROMMETS
14 6'-0" X 2" DIA. ROUND WOOD STAKES, TWO PER TREE (THE STAKES SHALL BE PLUMB AND SET AT THE SAME HEIGHT)
15 DOUBLE STRAND PLIABLE NO. 14-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
16 PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.

EXCEPT IN RARE CASES TREES SHOULD NOT BE STAKED

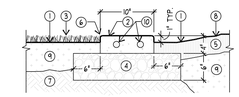


G DECIDUOUS TREE WITH STAKING

SCALE: NTS SECTION



1 MULCH 1" TO 2" BACK FROM TRUNK
2 MULCH LAYER - SEE SPECS.
3 AMENDED TOPSOIL- SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF THE SHRUB IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
10 CONSTRUCT WATERING DISH AT EACH PLANT USING TOPSOIL
11 FINISH GRADE
12 EXISTING GRADE
13 FERTILIZER TABLET - SEE SPECS.

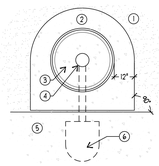


1 FINISH GRADE
2 CONCRETE MOW CURB
3 TURF
4 COMPACTED ROAD BASE
5 MULCH, SEE SPECS.
6 1/4" RADIUS, TYPICAL
7 COMPACTED SUBGRADE
8 SHRUB BED
9 AMENDED TOPSOIL
10 #3 REBAR

NOTE:
1. WHEN MOW CURB IS ADJACENT TO BUILDING OR WALL, USE EXPANSION JOINT AND SLOPE 2% AWAY FROM BUILDING.
2. FINISH W/ MED. BROOM PERPENDICULAR TO HEADER RUN.
3. EXPANSION JOINTS AT 20' O.C. AND A TOOLED JOINT AT 10' O.C.

A CONCRETE MOW CURB

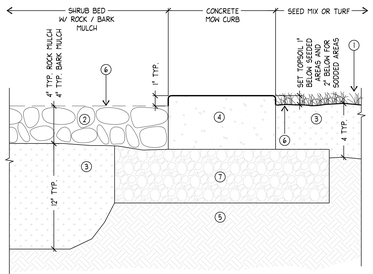
SCALE: NTS SECTION



1 LANDSCAPING - SEE PLANTING PLAN
2 CONCRETE MOW CURB
3 CONCRETE BASE - REFER TO ELEC. DRAWINGS
4 LIGHT POLE - REFER TO ELEC. DRAWINGS
5 CONCRETE SIDEWALK OR CURB
6 LIGHT FIXTURE ABOVE

B LIGHT POLE MOW CURB (TO BE USED WITH TURF)

SCALE: NTS PLAN



5 SUBGRADE
6 FINISH GRADE, TOP OF MULCH TO BE LEVEL
7 ROAD BASE - REFER TO ARCHS. PLANS

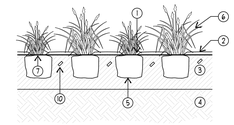
1 TURF OR SEED MIX AREAS
2 ROCK MULCH, SEE SPECS.
3 AMENDED TOPSOIL - SEE SPECS.
4 CONCRETE MOW CURB, IF APPLICABLE

C MULCH IN SHRUB BEDS

SCALE: NTS SECTION

NOTES:
1. PLANT SHRUB PLUMB.
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER.
3. REMOVE ALL LABELS, WIRES, ETC. FROM SHRUB.
4. DO NOT USE AN AUGAR FOR TREE HOLES.
5. DEEP WATER WITH HOSE ALL PLANTS.
6. WATER PLANT IN POT PRIOR TO REMOVING PLANT FROM POT. DO NOT PLANT DRY PLANTS. ALL POTTED PLNATS MUST HAVE A MOIST ROOT SYSTEM.

8 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
10 CONSTRUCT WATERING DISH AT EACH PLANT USING TOPSOIL
11 FINISH GRADE
12 EXISTING GRADE
13 FERTILIZER TABLET - SEE SPECS.

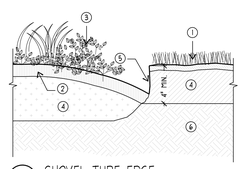


1 KEEP MULCH BACK FROM BASE OF PLANT
2 MULCH LAYER - SEE SPECS.
3 AMENDED TOPSOIL - SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF PLANTS ARE POT-BOUND AT PLANTING TIME, LOOSEN THE ROOTS AROUND THE BOTTOM AND SIDES OF THE ROOT BALL
6 PLANT
7 BE SURE THE CROWN OF THE PLANT (THE POINT WHERE ROOTS AND TOP JOIN) IS EVEN WITH THE SOIL SURFACE.
8 PLANT SPACING VARIES - REFER TO PLANT SCHEDULE OR PLAN
9 CENTER OF PLANT
10 FERTILIZER TABLET - SEE SPECS.

NOTES:
1. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME.
2. REMOVE ALL LABELS, WIRES, ETC. FROM PLANT.
3. WATER PLANTS THOROUGHLY FOLLOWING PLANTING TO SETTLE THE SOIL AROUND THE ROOTS.

H SHRUB

SCALE: NTS SECTION

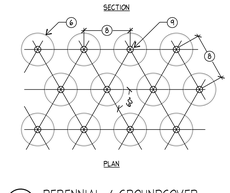


1 GRASS OR TURF
2 MULCH AS SPECIFIED
3 SHRUB BED/TREE WELL
4 TOPSOIL LAYER
5 SHOVEL EDGE - USE AROUND TREE WELLS IN TURF
6 SUBGRADE

NOTES
1. TO BE USED WITH TREES LOCATED IN AREAS RECEIVING SOD, I.E.

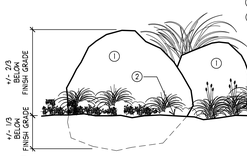
I SHOVEL TURF EDGE

SCALE: NTS SECTION



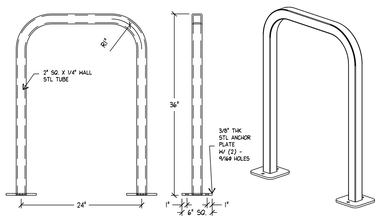
1 LANDSCAPE ACCENT BOULDER
2 FINISH GRADE

NOTE:
1. NOT FOR RETAINING WALLS.



L LANDSCAPE ACCENT BOULDER

SCALE: NTS SECTION



NOTES:
1. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTIONS S-2 & S-4.
3. SEE WRITTEN SPECS.
4. IF INSTALLED WITHIN OR ADJACENT TO AN ACCESSIBLE ROUTE, THEN A HORIZONTAL BAR NO MORE THAN 27" AFF MUST BE INSTALLED BETWEEN VERTICAL UPRIGHTS.

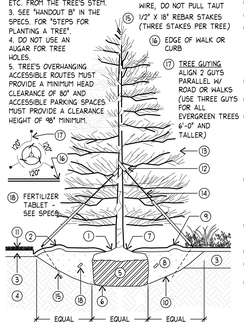
DuMor, Inc.
MODEL: 291 SERIES, OR APPROVED EQUAL

K BIKE RACK - SURFACE MOUNT

SCALE: NTS SECTION

14 DOUBLE STRAND PLIABLE NO. 14-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
15 1/2" X 18" REBAR STAKES (THREE STAKES PER TREE)
16 EDGE OF WALK OR CURB
17 TREE GUYING ALIGN 2 GUYS PARALLEL W/ ROAD OR WALKS (USE THREE GUYS FOR ALL EVERGREEN TREES 6'-0" AND TALLER)
18 FERTILIZER TABLET - SEE SPECS.

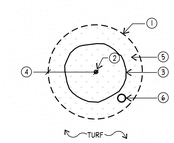
NOTES:
1. PLANT TREE PLUMB.
2. REMOVE ALL LABELS, WIRES, ETC. FROM THE TREE'S STEM.
3. SEE "HANDOUT B" IN THE SPECS. FOR "STEPS FOR PLANTING A TREE".
4. DO NOT USE AN AUGAR FOR TREE HOLES.
5. TREE'S OVERHANGING ACCESSIBLE ROUTES MUST PROVIDE A MINIMUM HEAD CLEARANCE OF 80" AND ACCESSIBLE PARKING SPACES MUST PROVIDE A CLEARANCE HEIGHT OF 98" MINIMUM.



1 MULCH 1" TO 2" BACK FROM TRUNK
2 3" MULCH LAYER - SEE SPECS.
3 AMENDED TOPSOIL- SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK 4 TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 PREPARE A WATERING CIRCLE OF 2' DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND THE WATERING WELL TO THE DRIP LINE OF THE TREE CANOPY.
10 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11 DO NOT PLANT LAWN IN TREE PIT
12 3" OR WIDER NYLON WEBBING W/ METAL GROMMETS
13 PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.

E EVERGREEN TREE WITH GUYING

SCALE: NTS SECTION



1 TURF EDGE (G L-140)
2 TREE TRUNK
3 ROOTBALL
4 REMOVE SOD AT DRIPLINE OF TREE- MIN. WIDTH OF 3'-0" DIA.
5 MULCH AS SPECIFIED
6 ACCENT LIGHTING- IF USED, LOCATE ACCENT LIGHTS WITHIN THE TURF EDGE

F TREE IN TURF

SCALE: NTS PLAN

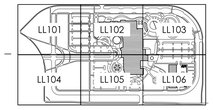
EYP/
Architecture & Engineering
100 Peachtree St. NW
Mezzanine
Atlanta, GA 30303
404 524 2200 eypae.com

VCBO ARCHITECTURE
524 SOUTH 600 EAST 801.575.8800
SALT LAKE CITY, UT 84102 VCBO.COM

CONSULTANT LOGOS

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design
1058 east 2100 south
Salt Lake City, Utah 84106
office 801.487.4923 fax 801.466.3046
www.arcsitiodesign.com

N



KEY PLAN

#	Revision	Date
1	City Resubmital	06/08/2020

Primary Children's Hospital - Lehi Campus

Intermountain Healthcare

3300 W 2100 N, Lehi, Utah 84043

SITE DEVELOPMENT PACKAGE - PERMIT REVIEW SET #1

STAMP

LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
May 19, 2020
STATE OF UTAH

SITE LANDSCAPE DETAILS

DATE: **04/17/2020**
SCALE:
EYP PROJECT NUMBER : **6018080.01**

LL501

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City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Sierra Pierson
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Preliminary subdivision approval for the Cold Spring Ranch HD5, a 103-unit residential development located at Old Ranch Road and Mitchell Drive.
Petitioner: DR Horton

Suggested Action:

Attachments:
CC Staff Report Cold Spring Ranch HD5 Preliminary Subdivision.docx

Cold Spring Ranch HD5 Preliminary Subdivision DRC 06.24.2020.docx

Cold Spring Ranch HD5 Preliminary Subdivision - plans.pdf

Cold Spring Ranch Preliminary Subdivision - narrative.pdf

Cold Spring Ranch HD5 Preliminary Subdivision Map - general plan.pdf

Cold Spring Ranch HD5 Preliminary Subdivision Map - zoning.pdf

Cold Spring Ranch HD5 Preliminary Subdivision Map - aerial.pdf

IMG_6711.JPG

IMG_6713.JPG

IMG_6710.JPG

COLD SPRING RANCH HD5 PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	DR Horton		
Meeting Date	August 11, 2020		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	Approximately Old Ranch Road (3600 West) and Mitchell Drive		
Existing General Plan Designation	High Density Residential (HDR)		
Existing Zoning	Planned Community (PC)		
Existing Land Use	Undeveloped		
Number of Lots/Units	109		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	PC	Undeveloped/Cold Spring Ranch Park and Clubhouse/Cold Spring Ranch MD5 Phase 1
	East	PC	Undeveloped/Jordan River
	West	PC	Cold Spring Ranch MD1 and Cold Spring Ranch HD1 Phase 1
Date of DRC Review	June 24, 2020		
Date of Planning Commission Review	July 23, 2020		
Assigned Planner	Sierra Pierson		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

PROPERTY HISTORY

November 2, 1998 This property was included in the Lehi Jordan Heights annexation.

August 8, 2017 This property was re-zoned as Planned Community.

August 8, 2017 The Cold Spring Ranch Area Plan was approved by the City Council.

REPORT ANALYSIS

The applicant is requesting review and approval of the Cold Spring Ranch HD5 Preliminary Subdivision located at approximately Old Ranch Road and Mitchell Drive. This subdivision consists of townhomes, master-planned trails, and open space. The proposed subdivision includes 109 townhomes, which meets the allow density designated for this property within the area plan which is a maximum of 116 units. The townhomes are proposed to include both rear-load and front-load units. The rear-load townhomes front Old Ranch Road (3600 West), Mitchell Drive, and the master-planned trail. The trail will run from Old Ranch Road to the power substation and will eventually connect into the larger open space located east of the site. There will also be pedestrian connections that run throughout the subdivision to connect to the master-planned trail and open space areas. In addition, the two north/south roads and sidewalks are proposed to stub into the property to the north to provide connectivity to future development which meets the connectivity index and maximum block length requirements. Guest parking, consisting of 41 stalls, will include both designated stalls within the subdivision and on-street parking along Mitchell Drive. The guest parking has been distributed throughout the subdivision to service all of the townhomes.

The DRC had nine comments, including the following:

1. All area plans regarding the PI pond, PI booster, and PI well must be completed prior to final plan approval.
2. On the trail on the south and west sides of the substation, pull the trail further away from the property line and closer to the units.
3. All trail ADA ramps need to be shown as 10’ wide and noted as such
4. Where the sidewalk is adjacent to the guest parking, there are a few that can still be angled to make it more walkable vs. a 90 degree bend.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** to the City Council for the Cold Spring Ranch HD5 preliminary subdivision including the DRC comments from June 24, 2020. This recommendation is based on the following findings:

1. The proposed subdivision meets the requirements of the Cold Spring Ranch area plan.
2. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed subdivision meets the requirements of the Lehi City Development Code in regards to subdivision approvals, including the density in lieu.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on July 23, 2020. The minutes and motion from this meeting are as follows:

3.7 Public hearing and recommendation of DR Horton’s preliminary subdivision request for review of Cold Spring Ranch HD5, a 103-unit residential development located at Old Ranch Road and Mitchell Drive.

Motion: Commissioner Peterson moved to forward a positive recommendation of **DR Horton’s preliminary subdivision request for review of Cold Spring Ranch HD5, a 103-unit residential development located at Old Ranch Road and Mitchell Drive**; including all DRC and findings stated in the report. Commissioner Eyre seconded.

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

Cold Spring Ranch HD5 Preliminary Subdivision
DRC Redline Comments

DR Horton – requests preliminary subdivision review of Cold Spring Ranch HD5, a 103-unit residential development located at Old Ranch Road and Mitchell Drive.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: **06/16/2020**
Time Start: N/A
Time End: N/A

DRC REDLINE COMMENTS:

Glade – Power:

1. Easement space provided does not meet the development code requirement. Units 1348-1362 have no frontage available for power distribution.
2. Trail along the north boundary must accommodate transport truck/trailer.

Kerry – Fire: No comment

Greg – Water/Sewer:

3. All area plans regarding the PI pond, PI booster station, and PI well must be completed prior to final plan approval
4. We have not seen backbone 5 plans as of 5-20-2020
5. Second connection to Culinary and PI will be required after 50 units.
6. Current proposed design only has one connection to both culinary and PI water mains.

Trent – Parks: No comment

Gary – Building/Inspections: No comment

JD – Streets: No comment

Ross – Engineering: No comment

Kim – Planning:

7. On the trail on the south and west sides of the substation, pull the trail farther away from the property line, and closer to the units.
8. All trail ADA ramps need to be shown as 10' wide and noted as such.
9. Where the sidewalk is adjacent to the guest parking, there are a few that can still be angled to make it more walkable vs a 90 degree bend.

PRIOR TO PRECONSTRUCTION MEETING:

1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Reimbursement Agreement for any reimbursable improvement items must be in place.
5. Include surveyor's and engineer's stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).
7. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
8. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
9. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
10. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
11. Address any comments or conditions from City Council approval.
12. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

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

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
4. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

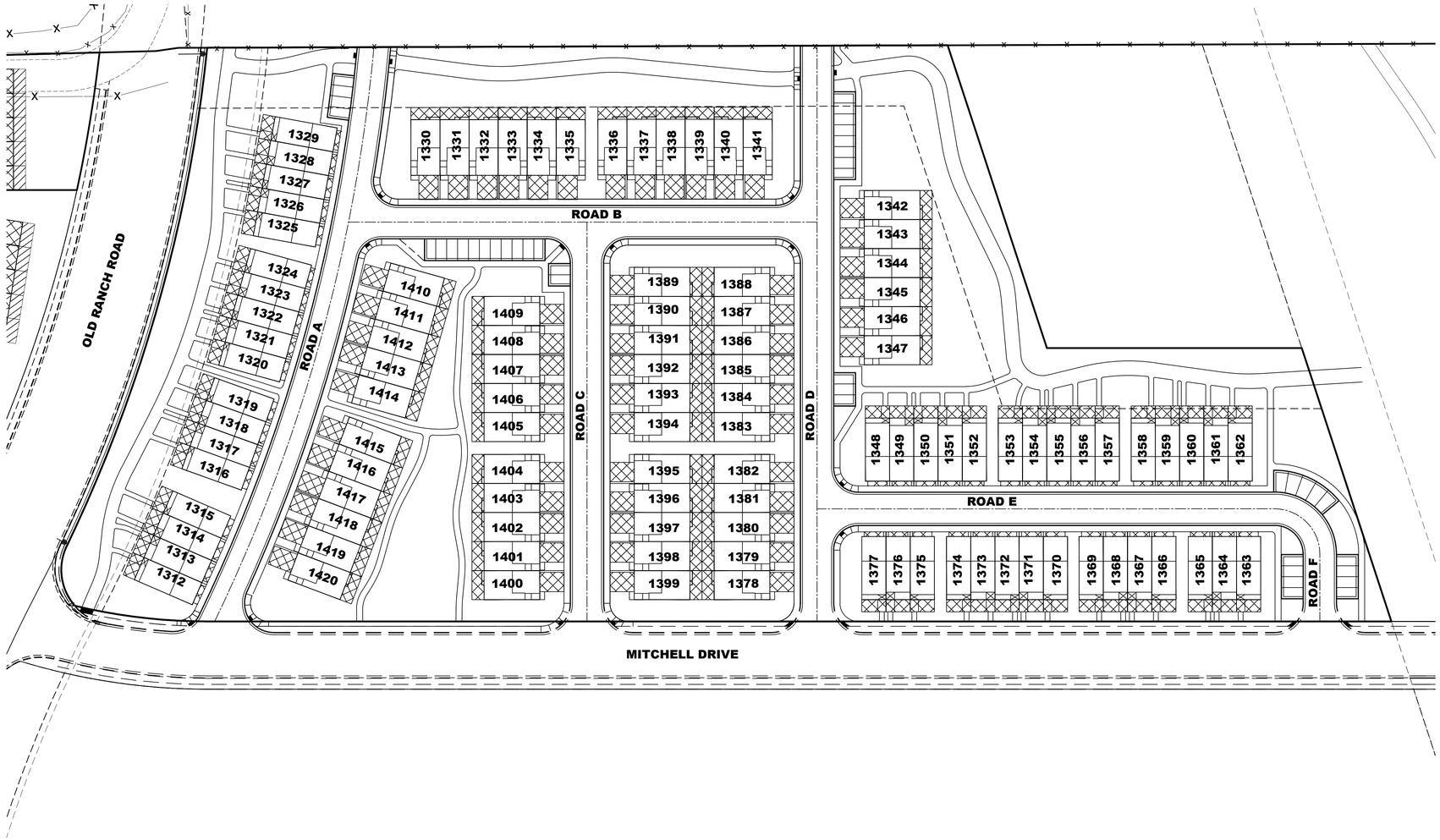
THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 9TH

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.

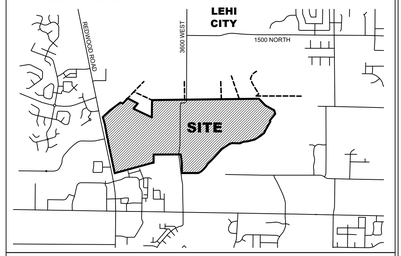
COLD SPRING RANCH

HD 5 PRELIMINARY PLAN

A PLANNED COMMUNITY IN LEHI, UTAH



VICINITY MAP



PROJECT MAP

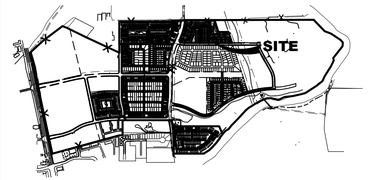


TABLE OF CONTENTS

1	COVER
2	UTILITY LAYOUT
3	LOT LAYOUT
4	CIRCULATION PLAN
LS100	LANDSCAPE PLAN

TABULATIONS

TOTAL AREA:	9.19 ACRES	PARKING REQUIRED:	37
OPEN SPACE:	3.36 ACRES	PARKING PROVIDED:	41
ROADWAY:	1.88 ACRES		
# OF UNITS:	109		
DENSITY:	11.86 UNITS/ACRE		
ZONE:	PC		

NOTES

1. THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW:
   - 1.1. PLAN & PROFILES / CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS.
   - 1.2. ALL PIPE TYPES, SPECIFIC LOCATIONS, AND DETAILS. (BENDS, DETECTOR TAPE, ETC.)
   - 1.3. VALVES
   - 1.4. BLOW-OFFS INCLUDING SIZE, TYPE, AND PROTECTION.
   - 1.5. MANHOLES, BOXES AND RELATED DETAILS.
   - 1.6. WATER AND SEWER SERVICE DETAILS.
   - 1.7. FIRE HYDRANTS.
   - 1.8. LOT LINE UTILITY EASEMENTS.
   - 1.9. STREET LIGHTS / STREET SIGNS / TRAFFIC SIGNS.
   - 1.10. POWER LINE EXTENSIONS & DOME / TRANSFORMER LOCATIONS.
   - 1.11. LOT ADDRESSES.
   - 1.12. CBR VALUES AND ROAD SUB-BASE.
   - 1.13. SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS.
2. ALL CULINARY WATER LINES TO BE 6" IN DIAMETER UNLESS NOTED OTHERWISE.
3. ALL PRESSURIZED IRRIGATION LINES TO BE 8" IN DIAMETER UNLESS NOTED OTHERWISE.
4. ALL SEWER LINES TO BE 8" IN DIAMETER UNLESS NOTED OTHERWISE.
5. ALL INTERIOR FENCE LINES TO BE REMOVED UNLESS OTHERWISE NOTED.
6. ALL STORM WATER RUN OFF FOR THIS PHASE WILL BE CONVEYED IN THE EXISTING BACKBONE SYSTEM TO POND #2 AS SHOWN IN THE COLD SPRING AREA PLAN.

LEGEND

EXISTING

- WATER METER
- WATER — EX-W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — EX-SS —
- SEWER MANHOLE
- STORM DRAIN — EX-SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — EX-PI —
- PI VALVE
- FENCE — X —

PROPOSED

- WATER — W —
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SEWER — SS —
- SEWER MANHOLE
- STORM DRAIN — SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — PI —
- PI VALVE

DEVELOPER

DR HORTON
12351 S. GATEWAY PARK PL #D-100
DRAPER, UTAH 84020

OWNER

SOA INVESTMENTS LTD
166 W. 100 S.
LEHI, UTAH 84043

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

COLD SPRING RANCH - HD5

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COLD SPRING RANCH - HD 5
LEHI, UTAH

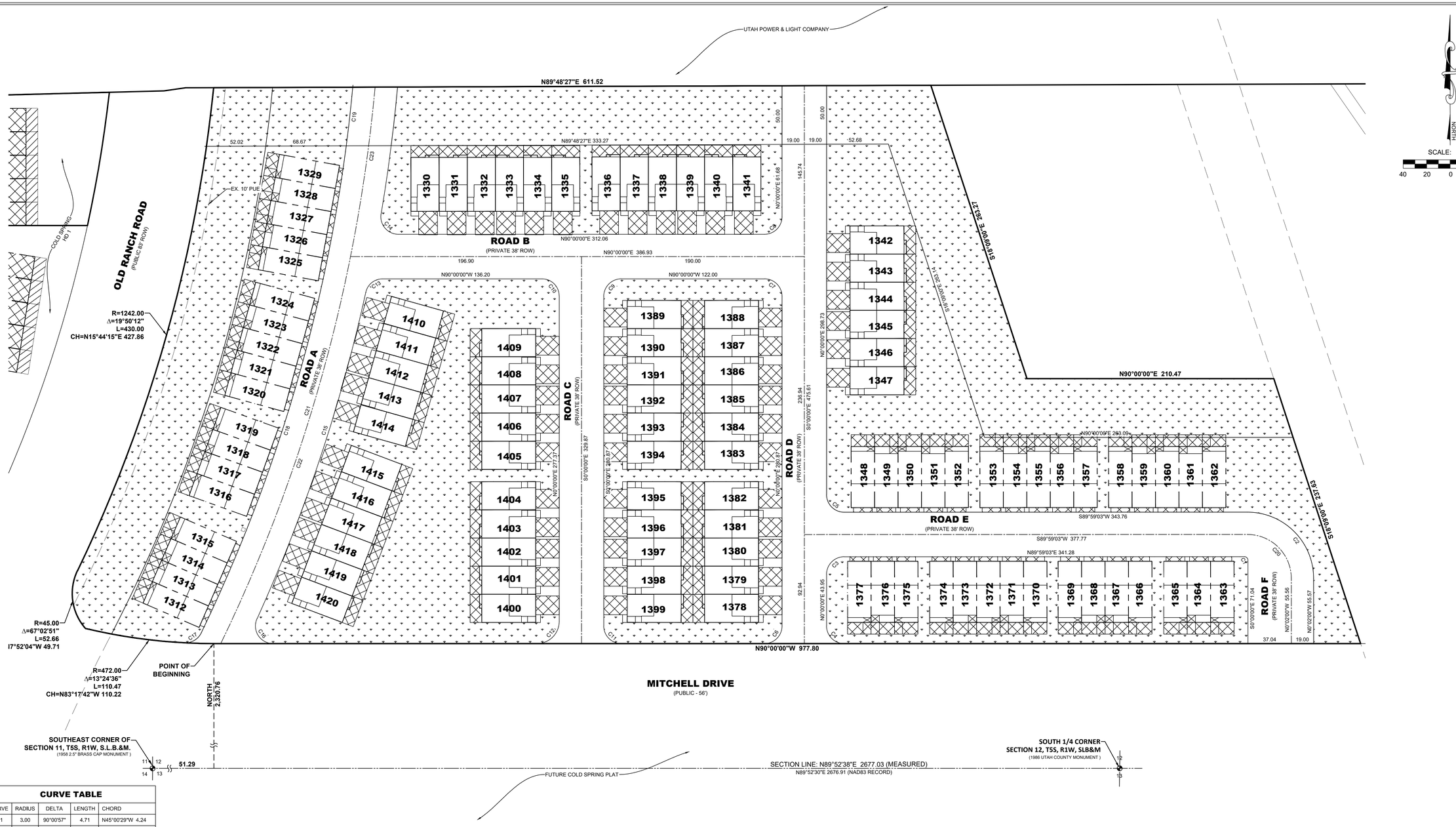
COVER

REVISIONS
1 -
2 -
3 -
4 -
5 -

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DESIGNED BY: BCT
SCALE: 1" = 50'
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SHEET 1

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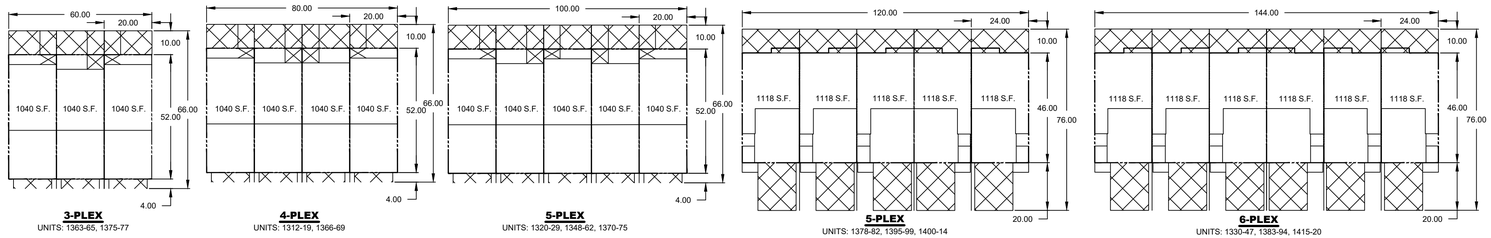
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	3,00	90°00'57"	4,71	N45°00'29"W 4,24
C2	56,50	89°59'11"	88,74	N45°01'06"W 79,89
C3	15,00	89°59'03"	23,56	S44°59'31"W 21,21
C4	15,00	90°00'00"	23,56	S45°00'00"E 21,21
C5	15,00	90°00'57"	23,57	S45°00'29"E 21,22
C6	15,00	90°00'00"	23,56	N45°00'00"E 21,21
C7	15,00	90°00'00"	23,56	N45°00'00"W 21,21
C8	15,00	90°00'00"	23,56	N45°00'00"E 21,21
C9	15,00	90°00'00"	23,56	S45°00'00"W 21,21
C10	14,50	90°00'05"	22,78	N45°00'02"W 20,51
C11	15,00	90°00'00"	23,56	S45°00'00"E 21,21
C12	19,00	90°00'00"	29,85	N45°00'00"E 26,87
C13	14,50	77°35'37"	19,64	S51°12'12"W 18,17
C14	15,00	99°36'48"	26,08	S40°11'36"E 22,92
C15	1398.00	12°02'37"	293,86	N18°25'42"E 293,32
C16	15,00	114°27'00"	29,96	S32°46'30"E 25,22
C17	15,00	67°18'10"	17,62	N59°23'42"E 16,62
C18	1360,00	19°08'52"	435,04	S16°34'47"W 433,18
C19	1360.00	2°11'46"	52.13	S6°19'04"W 52.13
C20	37,50	89°58'57"	58,89	N45°01'29"W 53.02
C21	1379,00	20°33'50"	494,94	N15°30'07"E 492,28
C22	1379.00	14°29'38"	348,84	N18°32'13"E 347,91
C23	1379,00	6°04'12"	146,10	N8°15'18"E 146,03

TABULATIONS

TOTAL AREA:	9.19 ACRES
OPEN SPACE:	3.36 ACRES
ROADWAY:	1.88 ACRES
# OF UNITS:	109
DENSITY:	11.86 UNITS/ACRE
ZONE:	PC

PRIVATE AREA
LIMITED COMMON AREA
COMMON AREA

NOTE:
ALL COMMON AREAS, LIMITED COMMON AREA, AND STREETS OR DRIVES TO SERVE AS PUE'S.



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COLD SPRING RANCH - HD 5

LEHI, UTAH

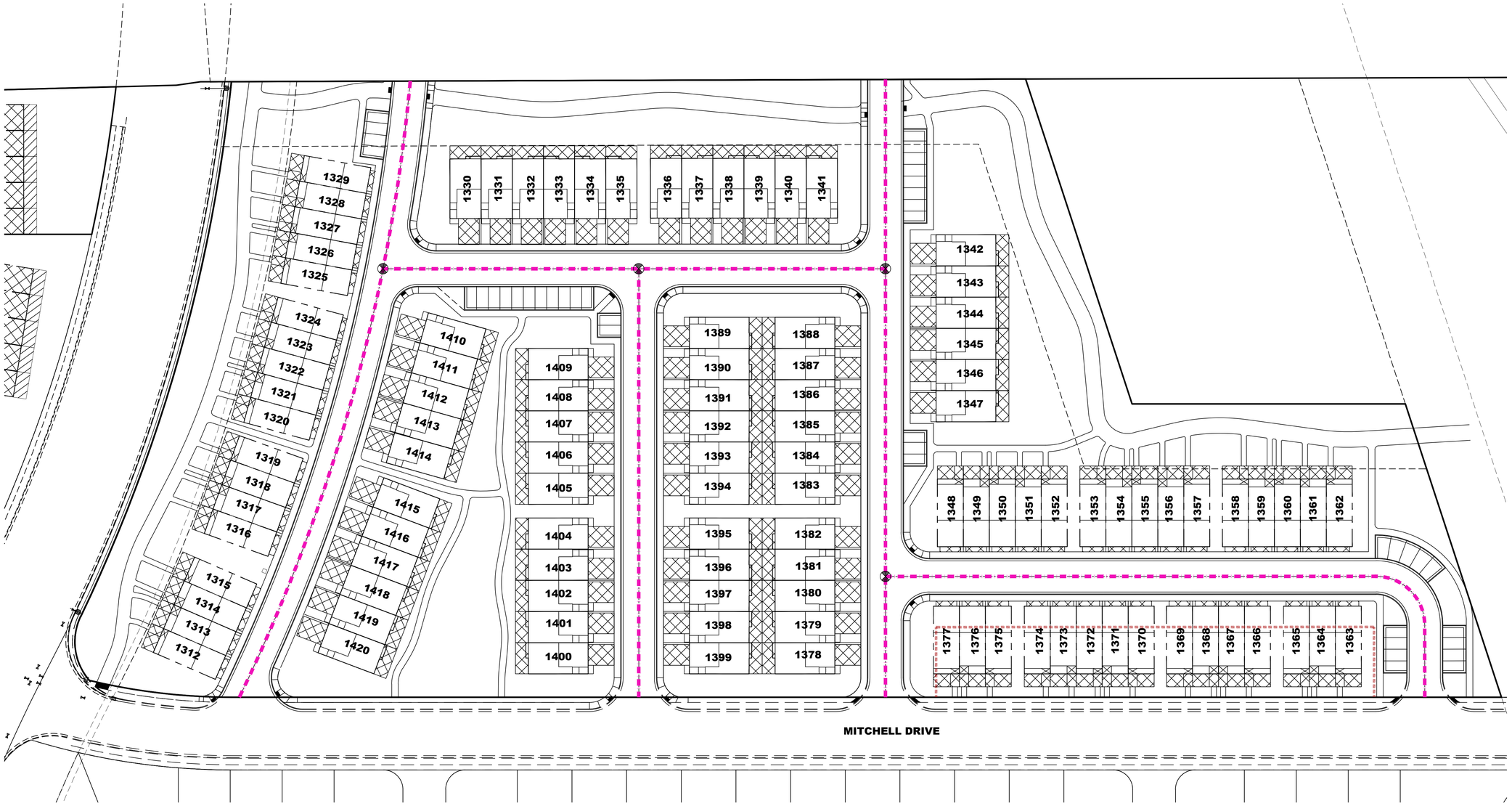
LOT LAYOUT

REVISIONS
1 -
2 -
3 -
4 -
5 -

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DESIGNED BY: BCT
SCALE: 1"=40'
DATE: 06/16/2020

SHEET 3

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NORTH

SCALE: 1"=40'

40 20 0 40

LEGEND

NODES
LINKS
BLOCK LENGTH

TOTAL NODES: 4
TOTAL LINKS: 9
TOTAL TRAIL CONNECTIONS: 7
CONNECTIVITY INDEX: 4

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COLD SPRING RANCH - HD 5

LEHI, UTAH

CIRCULATION LAYOUT

REVISIONS
1 -
2 -
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4 -
5 -

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SCALE: 1"=40'
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SHEET 4

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COLD SPRING RANCH POD HD5

NARRATIVE

D.R. Horton, Inc. is pleased to present a narrative of the development for Cold Spring Ranch POD HD5. Our objective is to build a community that provides beautiful homes, parks, trails and gathering areas that both the city and developers can be proud of for decades to come.

Since 1992, D.R. Horton's Utah Division has demonstrated leadership in residential development through design innovation, superior craftsmanship, and responsiveness to the needs of its customers. As the largest home builder in America for the last 16 years, D.R. Horton knows how to build and sustain successful communities.

Cold Spring Ranch is a tightly-integrated master plan that outlines critical land uses, parks, and open space. This plan follows master transportation maps, existing topography, and trail corridors. Each neighborhood will be integrated into larger architectural themes to create a sense of community and continuity between land uses. This project will enhance the amenities, services, and recreational opportunities of the community and the quality of life available to Lehi residents by creating miles of trails, a large clubhouse, beautiful homes, spacious parks, and profitable commercial development.

Development Phasing

It is anticipated this POD will be built during the same time frame as the backbone pod, which include the offsite infrastructure and main roads. The private space amenities and private open space constructed in conjunction with the MD5 pod as shown in a separate submittal will be part of the master HOA and residents will have access to its use. As allowed for in the code and Area Plan, the amenities requirements required in multifamily housing are being satisfied in the MD5 pod area. This area includes a large swimming pool with zero entry and splash pad features, a farmhouse-style 1500 sq ft clubhouse, several small picnic areas, a large picnic area with six tables and two barbeques, a hammock grotto, a basketball court, a pickleball court, a few playground areas, a large terra park playground feature, open field for youth soccer or football, and a dirt pump/flow track for bikes. Within the HD5 pod, an additional gathering area includes a playground area with benches and a picnic area. HD5 also provides direct access to the trail system and provides 3 benches along the trail.

Right to Farm

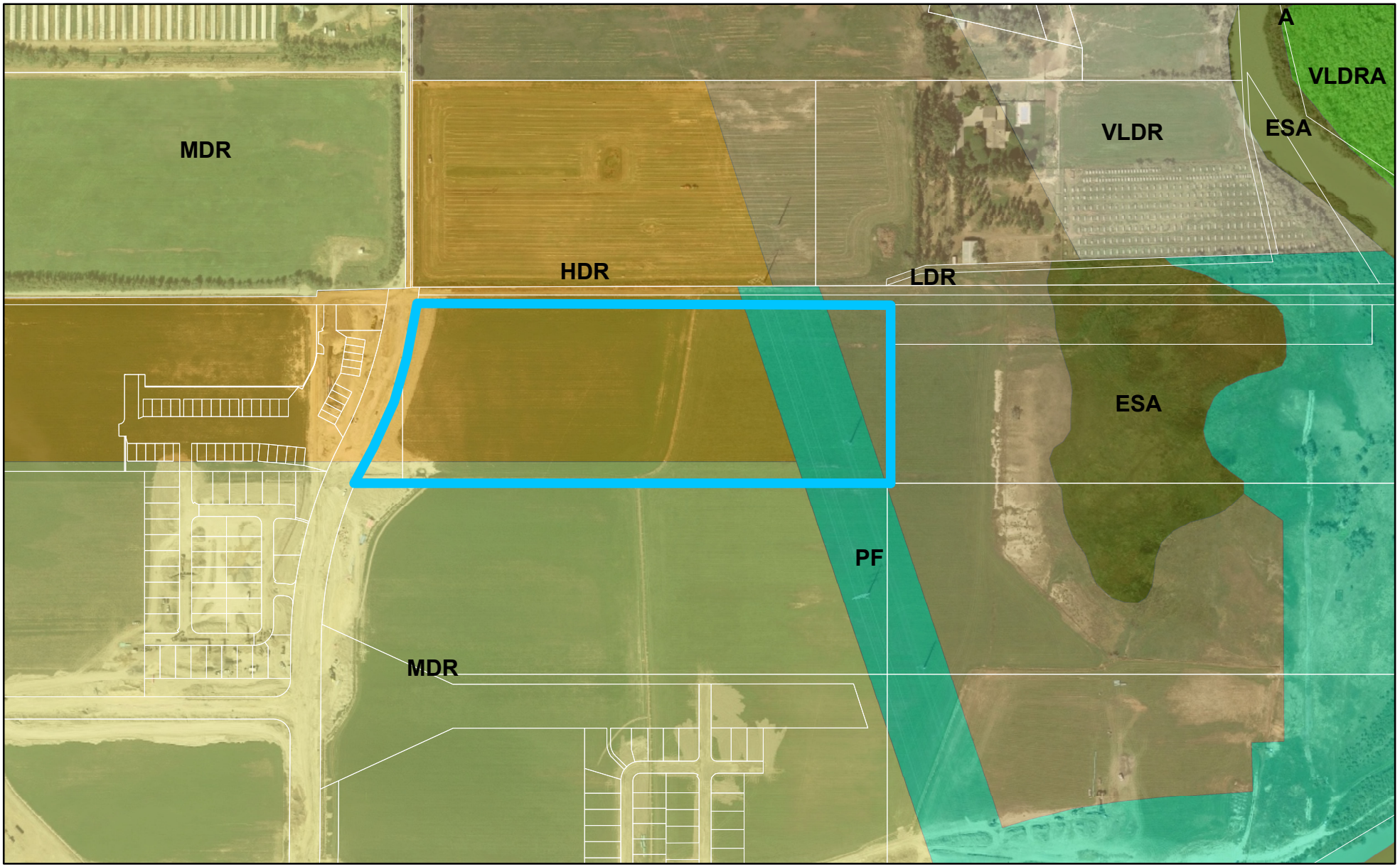
The Allred family has farmed this land for generations and has contracted for the sale of the entire property and as such contemplates the farming operations will be limited and eventually non-existent. See attached statement. They have agreed to grant access for offsite improvements as necessary through the course of development. Scott McLachlan also owns property to the north and has been very cooperative in granting easements and adjusting boundary line agreements for the development of the project. He is supportive of the development and recognizes the path of growth. There are no irrigation concerns either private or public that have not been contemplated with the improvements. The public will not have access to the site to any of the existing ditches during construction. Fencing will be maintained as currently situated on the property and will be delineated during the phasing of construction process. SWPPP and land disturbance procedures will be followed during construction.

Summary

D.R. Horton has created successful communities for decades. As a leader in residential development, we will work to make Cold Spring ranch a community with value, viability, and long-term sustainability. Future residents will benefit from living in a well-planned community with amenities, open space, trails, a variety of housing types, vehicular and pedestrian access, and commercial opportunities.

Cold Spring Ranch HD5 Preliminary Subdivision

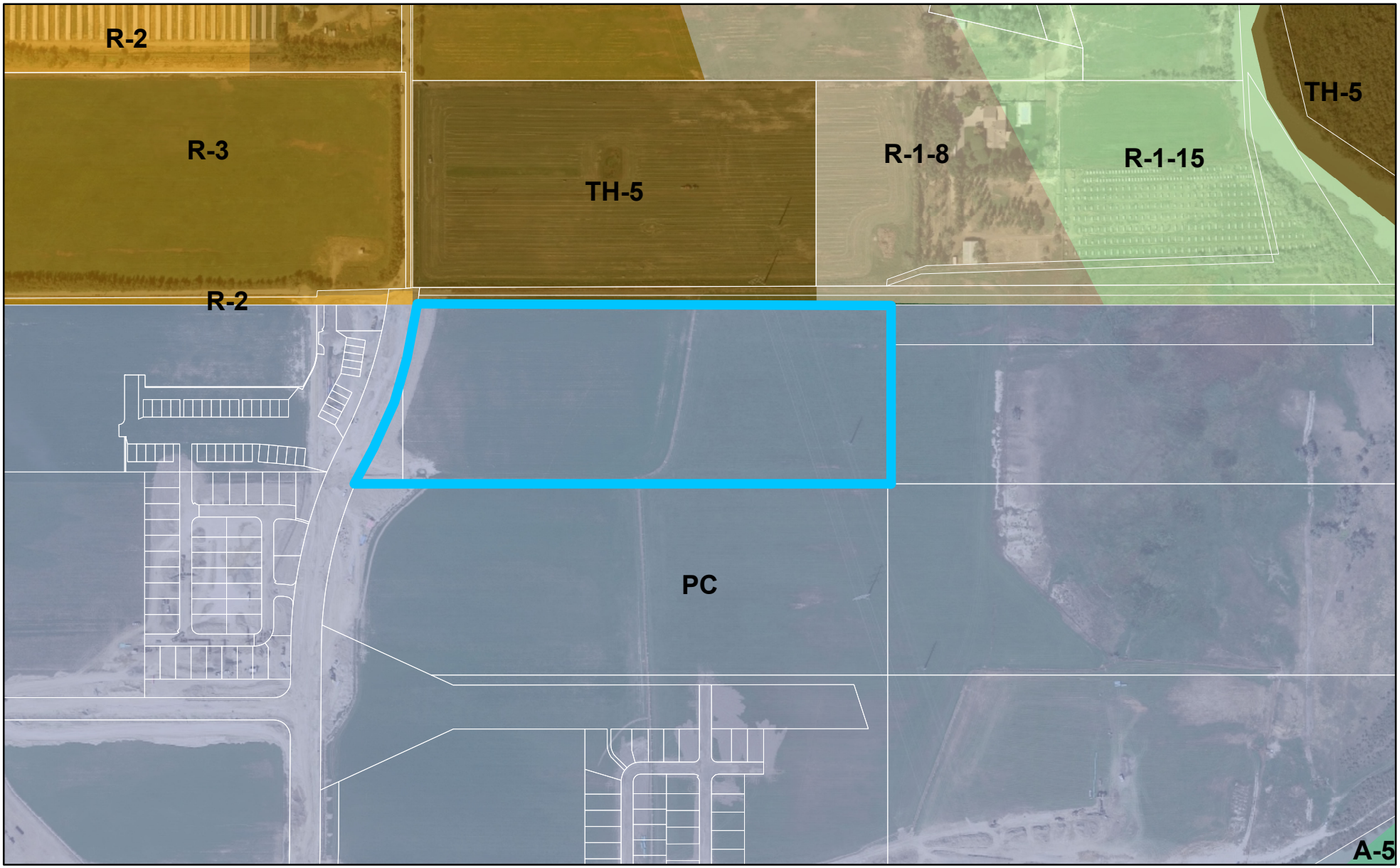
General Plan



LEHI CITY

Cold Spring Ranch HD5 Preliminary Subdivision

Zoning



LEHI CITY

Cold Spring Ranch HD5 Preliminary Subdivision

Aerial



LEHI CITY


PUBLIC
NOTICE


PUBLIC
NOTICE



City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #45-2020, a Development Code Amendment to Chapter 39, amending the definition of Family.
Petitioner: Lehi City

Suggested Action:

Attachments:
CC Staff Report Lehi City Ch 39 Development Code Amendment 08.11.20.docx

Lehi City Development Code Amendment Ch 39 Family DRC 06.24.2020.docx

Ord 45-2020.docx

Ch39Definitions 08.06.20.pdf

LEHI CITY DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 11, 2020
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 24, 2020
Date of Planning Commission Review	July 9, 2020

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

Lehi City requests approval of a Development Code amendment to Chapter 39. The proposed amendment will clarify the family definition. The family definition is solely intended to be used to know how many people can live in a single housing unit.

The current Code does not clearly account for living situations where there are related and unrelated individuals in the same home. The proposed amendment will better accommodate unique living situations. The proposed Development Code change will allow the family to be constituted by one of the following groups:

1. Any number of people who are all related by blood, marriage, adoption, or court sanctioned guardianship; or
2. No more than four (4) persons when at least one of the individuals is unrelated; or
3. No more than two (2) unrelated adults and their children and other related family members.

There were no DRC comments on the proposed amendment.

Since DRC the City's legal team has looked at the proposed amendment and provided the following recommendation:

1. A head of household and any number of people who are all related to the head of household by blood, marriage, adoption, or court sanctioned guardianship; or

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** to the City Council for the proposed amendment to Chapter 39 of the Lehi City Development Code, including the DRC comments from June 24, 2020. The recommendation is based on the following findings:

1. The proposed amendments add clarity to the existing Development Code.
2. The DRC did not have any comments on the proposed amendment to the Lehi City Development Code.
3. The proposed amendment to the Lehi City Development Code is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 9, 2020. The minutes and motion from this meeting are as follows:

2.10 Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 39, amending the definition of Family.

The Commission and Staff discussed requested amendments.

Commissioner Hemmert opened the public hearing.

Commissioner Hemmert closed the public hearing.

Motion: Commissioner Nielsen motioned to recommend approval of Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 39, amending the definition of Family, including all DRC comments and findings stated in the reports with the recommendation of adding trail access with ADA access. Commissioner Peterson seconded.

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

Lehi City Development Code Amendment 39 Family
DRC Redline Comments

Lehi City – requests review of a Development Code Amendment to Chapter 39, amending the definition of Family.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Date of Plans Reviewed: 6/11/2020

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 9, 2020.

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

ORDINANCE NO: 45-2020

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 39

WHEREAS, it has become necessary to amend Chapter 39 of the Lehi City Development Code, updating the definition of family; and

WHEREAS, this amendment seeks to clarify the family definition regarding living situations; and

WHEREAS, following a public hearing on July 9, 2020, the Lehi City Planning Commission reviewed the proposed revision and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 11, 2020 the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 9, 2020, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 39 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 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 45 -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 11th day of August, 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

External Buffer - A vegetated area along the exterior boundaries of a development which is maintained as open space in order to eliminate or minimize conflicts between such development and adjacent land uses.

Family – A person living alone or one, but not more than one, of any of the following groups living together as a single, nonprofit housekeeping unit, sharing common living, sleeping, sanitation, cooking, and eating facilities:

1. A head of household and ~~A~~any number of people who are all related to the head of household by blood, marriage, adoption, or court sanctioned guardianship; or
2. No more than four (4) persons when at least one of the individuals is unrelated; or
3. No more than two (2) unrelated adults and their ~~minor~~ children and other related family members.

Fence - A man-made barrier of any material or combination of materials erected to enclose or screen areas of land.

Final Site Plan - The map of a proposed development to be filed after approval by the City and any accompanying material as described in this Code.

Final Subdivision Plat - The map of a subdivision to be recorded after approval by the City and any accompanying material as described in this Code.

Financial Institution - An establishment engaged in the business of lending money and/or guaranteeing loans.

Financial Services - An establishment primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond brokers loan and lending activities.

Food Processing - An establishment in which foods, grains, or raw materials are processed or otherwise prepared for human consumption, including dairy manufacturing, canning and preserving foods, grain milling, bakery products and beverage manufacturing.

Food Truck - A business that serves food or beverages from a self-contained unit either motorized or towed, and conducts all or part of its operations and commercial transactions on premises other than its own and is readily movable, without disassembling, for transport to another location.

Frontage - All property abutting on one side of a street, between two intersecting streets, measured along the street line.

Funeral Home - An establishment engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral home or mortuaries.

Furniture Store - An establishment primarily engaged in the retail sale of furniture and furniture accessories. Typical uses include establishments providing the following products: furniture, floor coverings (including carpet), draperies, curtains, upholstery, china, glassware, metal ware, and fireplace screens and accessories.

Garage, Private - A detached accessory building, or a portion of a principal building, used for the storage of motor vehicles for the tenants or occupants of a specific building and not by the general public.

General Plan - A plan for the city, allowed by state law, prepared and adopted by the Planning Commission and City Council, and including maps, texts, charts, and graphs.

Golf Course - A parcel of land laid out for at least nine holes for playing the game of golf and improved with trees, greens, fairways, and hazards and that may include a clubhouse and shelter.

Governmental Use - A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, animal shelters, maintenance facilities, active open space owned and operated by a public entity, fire stations, police stations, utility buildings and similar services.

Grade - The average of the existing ground level at the center of all walls of a building. In case walls are parallel to, and within five feet of, a sidewalk, the ground level shall be measured at the sidewalk.

Greenhouse, Commercial - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for commercial use including experimental purposes, for transplanting, or for sale.

Greenhouse, Private - A building with glass or plastic walls and roof in which plants are raised under controlled conditions for personal use on the property

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Resolution #2020-55, approving an agreement for Downtown Street Improvements with Hydro Vac Excavation using CDBG funds.
Petitioner: Lehi City

Suggested Action:
Each year CDBG funds are received by Lehi City. The project selected to use the 2019 and 2020 CDBG funds was to improve the streets on 300 North from Center to 300 West (curb, walk and asphalt widening on the south side of the road) and 100 West from 200 North to 300 North (curb and asphalt widening on the east side of the road). This project has been designed, reviewed, bid and is now ready to go to construction. The intent of this project is to improve the safety of pedestrians, allow better traffic flow, improve drainage and enhance the properties and downtown area.

Approve the Agreement and authorize the Mayor to sign the Agreement.

Attachments:
Res 2020-55.docx

Lehi Printer_20200805_185117.pdf

LEHI CITY

RESOLUTION NO. 2020-55

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT FOR STREET IMPROVEMENTS WITH HYDRO VAC EXCAVATION

WHEREAS**,** City desires to contract for street improvements on 300 North and 100 West;

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

WHEREAS, City selected Hydro Vac Excavation and now desires to contract with them to perform the work specified in the contract documents;

WHEREAS, on August 11th, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement for Street Improvements between Lehi City and Hydro Vac Excavation 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 August, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Section 2.1

NOTICE OF AWARD

Date: 8/5/2020

Project: 2019-2020 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

Owner: Lehi City

Bidder: Hydro Vac Excavation

Bidder's Address: 1193 North 2300 West

Lehi, Ut 84043

You are notified that your Bid dated 8/5/2020 for the above Contract has been considered.

You are the apparent Successful Bidder and are awarded a Contract for 2019-2020 CDBG DOWNTOWN STREET IMPROVEMENT PROJECT

The Contract Price of your Contract is **$ 371,992**

(written out: Three Hundred Seventy One Thousand Nine Hundred Ninety-Two Dollars)

Three (3) copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 15.2) and General Conditions (Article 2.1),

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

Section 2.2

AGREEMENT

This AGREEMENT, made this___day of _____, 2020 is by and between Lehi City ("Owner") and Hydro Vac Excavation (Contractor"). Owner and Contractor hereby agree as follows:

PART 1 WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

300 North [300 West to Center]
Installation of curb, gutter and sidewalks, ADA ramps, drive approaches, and driveway improvements. Includes removal of existing curb and gutter, sidewalk & storm drain facilities. Includes asphalt saw cutting and new asphalt paving. Includes relocation and replacement of water meters and PI meters.

100 West [200 North to 300 North]
Installation of curb and gutter, and drive approaches. Includes removal of existing sidewalk. Includes asphalt saw cutting and new asphalt paving.

PART 2 ENGINEER

2.1 The Project has been designed by Berg Civil Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 CONTRACT TIMES

3.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 30th, 2020, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before December 15th, 2020.

3.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Article 3.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3.2 above, plus any extensions thereof allowed in accordance with Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

$500 for each day that expires after the time specified in Article 3.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for

each day that expires after the time specified in Article 3.2 above for completion and readiness for final payment until the Work is completed and ready for final payment.

3.4 *Progress Cleaning*

A. The OWNER or ENGINEER reserves the right to shut down the CONTRACTOR with no extension of time or cost to the contract if the project progress cleaning is not being done.

PART 4 CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to Paragraph 4.1A below:

A. For all Unit Price Work, payment will be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

PART 5 PAYMENT PROCEDURES

5.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.7A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Part 14 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Part 14 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Article 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 14.9.

PART 6 INTEREST

6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place the Project.

PART 7 CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.1E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 8 CONTRACT DOCUMENTS

8.1 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Lehi City Standards and Specifications.
4. All Supplemental Specifications and Special Provisions as listed in the table of contents.
5. Drawings as listed on the sheet index.
6. Addenda as issued.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Documentation submitted by Contractor prior to Notice of Award.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.1A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Part 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.3 of the General Conditions.

PART 9 MISCELLANEOUS

9.1 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9.5:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on_____(which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
Lehi City	
By:	By:
Title:	Title:
(SEAL)	(SEAL)
Attest:	Attest:
Address for giving notices:	Address for giving notices:
Lehi City	
2538 North 300 West	
Lehi City, Utah 84043	
Phone No.	Phone No.
Fax No.	Fax No.
(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	(Attach evidence of authority to sign.)

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-54, adopting a Certified Tax Rate for the City of Lehi for Fiscal Year 2021.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-54.docx

RESOLUTION NO. 2020-54

A RESOLUTION ADOPTING A CERTIFIED TAX RATE FOR THE CITY OF LEHI FOR FISCAL YEAR 2021 (JULY 1, 2020 – JUNE 30, 2021).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2021; and

WHEREAS, at the time said budget was adopted, a public hearing was scheduled and notice thereof published prior to the time of said hearing and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah;

Section 1. Certified Tax Rate. A certified tax rate of .001451 is hereby adopted for the City of Lehi for Fiscal Year 2021 (July 1, 2020 – June 30, 2021)

Section 2. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 11th day of August, 2020.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: August 11, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-53, approving a Real Estate purchase agreement between Lehi City and Lakeview Land and Rock Development LLC.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-53.docx

08102020 Peck Agreement.pdf

LEHI CITY

RESOLUTION NO. 2020-53

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT FOR THE PURCHASE OF REAL ESTATE

WHEREAS, Seller is the sole owner in fee simple of approximately 17.3 acres of real property located in the City of Lehi ("Property"),

WHEREAS the Anthony T. Peck 2014 Living Trust is the present owner of a first right of refusal ("First Right of Refusal") to remove material from property adjacent to the Property; and

WHEREAS, the City desires to purchase the Property, together with any and all water rights, etc. associated with the Property subject to the terms and conditions contained in this Agreement; and

WHEREAS it is the present intention of the City to construct and maintain a municipal park on the Property as well as other applicable municipal uses; and

WHEREAS the City's intended use of the Property as a park makes it necessary to terminate the First Right of Refusal; and

WHEREAS, Seller is willing to sell the Property to the City, subject to the terms and conditions contained in this Agreement; and

WHEREAS, Trust is willing to relinquish and terminate the First Right of Refusal, in accordance with the terms and conditions contained in this Agreement.

WHEREAS, on July 28th, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for the Purchase of Real Estate with Lakeview Land and Rock Development LLC and the Anthony T. Peck 2014 Living Trust; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement for the Purchase of Real Estate between Lehi City, Lakeview Land and Rock Development LLC, and the Anthony T. Peck 2014 Living Trust 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 28th day of July, 2020.

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

EXHIBIT “A”

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (hereinafter "Agreement") is entered into by and between **LEHI CITY CORPORATION** (hereinafter "City" or "Buyer"), **JANICE A. PECK**, Trustee of the Anthony T. Peck 2014 Living Trust (hereinafter "Trust"), and **LAKEVIEW LAND AND ROCK DEVELOPMENT LLC**, a Utah limited liability company (hereinafter "Lakeview" or "Seller").

RECITALS

WHEREAS, Seller is the sole owner in fee simple of 17.332728 acres of Land consisting of the following parcels of real property located in the City of Lehi, County of Utah, State of Utah as more particularly described on attached Exhibit A:

Tax Parcel No: 12:015:0084	5.187135 acres
Tax Parcel No: 12:016:0175	0.814876 acres
Tax Parcel No: 12:016:0173	0.297465 acres
Tax Parcel No: 12:016:0179	11.033252 acres

Such property, including all improvements constructed thereon, and all rights and appurtenances pertaining thereto, including any and all right, title or interest of Seller in and to such properties and adjacent streets, easements, alleys and rights-of-way, (collectively the "17 Acre Property").

WHEREAS, under an Agreement dated April 24, 2007 between City and Anthony T. Peck, Trustee of the Anthony T. Peck Trust, such Trust acquired a first right of refusal to contract for "future development work or the removal of material" ("First Right of Refusal") from property referred to as "the entire Peck Park property" to the extent owned by the City and;

WHEREAS Janice A. Peck, as Trustee of the Anthony T. Peck 2014 Living Trust has represented that this Trust is the present owner of the First Right of Refusal; and

WHEREAS, the City desires to purchase the 17 Acre Property, together with any and all water rights, etc. associated with the 17 Acre Property subject to the terms and conditions contained in this Agreement; and

WHEREAS it is the present intention of the City to construct and maintain a municipal park on the 17 Acre Property as well as other applicable municipal uses; and

WHEREAS the City's intended use of the 17 Acre Property as a park makes it necessary to terminate the First Right of Refusal; and

WHEREAS, Seller is willing to sell the 17 Acre Property to the City, subject to the terms and conditions contained in this Agreement; and

WHEREAS, Trust is willing to relinquish and terminate the First Right of Refusal, in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase**.

(a) Each and every recital stated above is incorporated into this Agreement.

(b) City has elected to purchase the 17 Acre Property from Seller and to terminate the First Right of Refusal with the Trust in accordance with the terms of this Agreement.

(c) The Purchase Price to be paid by the City to Seller for the 17 Acre Property is **ONE MILLION THREE HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETEEN DOLLARS** ($1,381,619.00), in cash, at the "Closing" as set forth in Section 3.

(d) The Purchase Price to be paid by the City to Trust for termination of the First Right of Refusal is **FORTY THOUSAND DOLLARS** ($40,000.00), in cash, at the "Closing" as set forth in Section 3.

(e) Conditioned upon all parties' signing the Agreement prior to September 2, 2020, and the Lehi City Council approving the agreement by resolution prior to September 2, 2020, this Agreement shall become binding and effective as of September 2, 2020 (hereinafter "Effective Date").

2. **Covenants And Conditions**. Seller hereby covenants to City and Trust, to the extent applicable the following, with the accuracy of which covenants also to constitute conditions to City's obligations under this Agreement.

(a) Not later than 7 days following the Effective Date Seller shall deliver City, a standard, preliminary title report (the "Title Commitment") prepared by Old Republic Title, in an amount equal to the Purchase Price, which title company shall also serve as the escrow agent (the "Escrow Agent") for the Closing. The Title Commitment shall list as exceptions to clean and marketable title any and all easements, restrictions, encumbrances , reservations, liens and other matters of record ("Exceptions"), affecting the 17 Acre Property and shall include legible copies of all instruments creating such Exceptions. In the event City disapproves of any matter disclosed in or by the Title Commitment City shall notify Seller of such matter not later than fifteen (15) days, following receipt of the Title Commitment and legible copies of the exceptions and Seller shall have fifteen (15) days after notice of such disapproval to remove or cure the disapproved matters in substance and form satisfactory to City; provided, however, if such disapproved matter is a lien securing the payment of a sum certain created by a mortgage, deed of trust, or similar instrument arising by, through, or under Seller, Seller shall remove such disapproved matter at or

before Closing. If Seller is unable or unwilling to remove or cure any other disapproved matters within such fifteen (15) day period, City may elect, as its sole and exclusive remedy, to either terminate this Agreement or to accept the 17 Acre Property subject to the exception and proceed. In the event City elects to not proceed this Agreement shall automatically terminate and this Agreement shall be of no further force or effect with respect to the 17 Acre Property, and City and Seller shall have no further obligations and liabilities hereunder with respect to the 17 Acre Property except for such obligations as expressly provide the termination of this Agreement. Subject to the provisions contained herein, Seller's determination as to whether they will remove or attempt to remove or cure any disapproved matter shall be made in good faith. City may, at City's sole option, waive its right to terminate this Agreement by written notice of waiver at any time; provided, however, that if City does not terminate this Agreement by delivering written notice to Seller City shall be deemed to have approved, except as expressly provided herein, the status of title to the Property and the condition of the 17 Acre Property, and to have waived its right to terminate this Agreement. Any other exceptions not objected to by City or waived in writing by City are referred to herein as "Permitted Title Exceptions". In the event City desires to obtain an extended policy of title insurance, the City shall be entitled to obtain such, but at City's own expense.

(b) Each of Seller and Trusts' respective covenants, representations and warranties as set forth in this Agreement are true and correct upon execution of this Agreement and shall be true and correct upon the Closing. Seller and Trusts' respective covenants and representations shall survive the execution of this Agreement and the Closing.

(c) From the Effective Date until the Closing, without the express written consent of City, Seller shall not transfer, assign, convey, mortgage, grant any right-of-way, enter into a lease with respect to, or otherwise encumber any portion of the 17 Acre Property, likewise Trust shall not transfer, assign, convey, mortgage, enter into any lease with respect to or otherwise encumber the First Right of Refusal.

(d) Seller warrants and represents that to the best of Seller's knowledge that any use, storage, or transportation of hazardous substances which has occurred in, on or about the 17 Acre Property and any of Seller's actions which have occurred or, will occur prior to the Closing, has been and will be in compliance with all environmental laws. Seller additionally warrants and represents that, to the best of its knowledge no release, leak, discharge, spill, disposal or emission of hazardous substances (as listed or defined in applicable environmental laws has occurred in, on or about the 17 Acre Property, and that the 17 Acre Property is not subject to any environmental investigation of any type or nature by any governmental entity, having jurisdiction thereof.

(e) From the Effective Date until the Closing the parties shall cooperate in good faith with one another other as City performs its due diligence with respect to the Property and the First Right of Refusal.

(f) Seller is the present owner of good, marketable fee simple title to the Property, and liens if any will be discharged at Closing. Likewise, Trust is the present sole owner of the First Right of Refusal and has neither assigned or encumbered the First Right of Refusal in any manner, and will not do so between the Effective Date and Closing.

(g) Seller has the full right, power and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Seller relative to the 17 Acre Property in accordance with the terms of this Agreement. Likewise Trust has the full right, power and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Trust relative to the First Right of Refusal in accordance with the terms of this Agreement.

3. **Closing**.

(a) Date of Closing. The closing (the "Closing") shall occur on or before 5:00 p.m. MDT on a date that is not sooner than September 2, 2020, and not later than September 10, 2020, unless otherwise agreed by the parties. The Closing shall occur at the offices of Escrow Agent or at such other location and on such date as the Parties may mutually agree.

4. **Seller's Obligations**. At Closing, provided that all conditions precedent to Seller's obligations to close have been satisfied, and City has met all of its obligations under this Agreement, Seller shall deliver the following:

(a) A warranty deed, in form and substance acceptable to City, fully executed and acknowledged by Seller, and in proper form for recording, conveying the 17 Acre Property to City, in fee simple and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances arising by, through or under Seller other than the Permitted Title Exceptions.

(b) Complete and exclusive possession to City of the 17 Acre Property.

(c) Evidence satisfactory to City that the title company, upon Closing, will issue an owner's standard ALTA owners policy of title insurance in the amount of the Purchase Price, at Seller's sole expense, insuring fee simple marketable title to the Property in City, free and clear of all liens, encumbrances, restrictions, easements, reservations and other matters, except for the Permitted Title Exceptions.

(d) A copy of Seller's Certificate of Organization, Operating Agreement, and a resolution of Seller's members, approving the sale of the Property to City, the authority of the person signing this Agreement on behalf of Seller, and any other matters contemplated by this Agreement.

(e) Confirmation to the satisfaction of City that the concurrent completion of City's transaction with Trust will occur.

5. **Trust Obligations**. At Closing, provided that all conditions precedent to Trust's obligation to close have been satisfied, and City has met all of its obligations under this Agreement, Trust shall deliver the following:

(a) An executed release and full relinquishment of Trust's First Right of Refusal in form satisfactory to City in its sole and absolute discretion, as set forth as Exhibit B attached hereto.

(b) Confirmation to the reasonable satisfaction of City that there is no Trust property or equipment located in the "Entire Peck Park Property", the area subject to the First Right of Refusal.

(c) Confirmation to the satisfaction of City of the concurrent completion of City's transaction with Seller.

6. **City Obligations**. Provided that all conditions precedent to the Closing set forth herein have been satisfied, and further provided that Seller and Trust respectively have taken all action and delivered all items required to be delivered, then City shall deliver to Seller, at the Closing, the Purchase Price, together with City's share of closing costs, and subject to the adjustments and pro-rations as set forth in Section 7 below. Likewise, City shall deliver to Trust, the Purchase Price without deduction as Trust is not paying any closing costs and the payment for the First Right of Refusal is not subject to any adjustment or pro-ration.

7. **Closing Costs, Adjustments, and Pro-rations**. Pro-rations of property taxes and assessments between Seller and City shall be based upon the actual 2019 amounts. As soon as the actual amount of 2020 property taxes and assessments is determined for the partial 2020 calendar year, Seller and City shall readjust the amount of taxes and assessments to be paid by Seller for the partial year as the 17 Acre Property will not be subject to property taxes after the Closing is completed. Seller shall pay the premium for an ALTA standard owner's policy of title insurance in the amount of the Purchase Price. Closing and escrow charges shall be borne equally by City and Seller. Each Party shall be responsible for its own attorney's fees.

8. **Default.**

(a) If Seller fails to perform in accordance with the terms of this Agreement and to cure such failure within ten (10) days after receipt of notice of such failure, or if any representation or warranty made by Seller herein shall be untrue, then City shall be entitled to specific performance of Seller's obligations herein. Additionally, City shall be entitled to all other remedies available to City at law or in equity and under this Agreement. If City fails to perform in accordance with the terms of this Agreement with Seller and to cure such matters within 10 days after receipt of notice of such failure, then Seller shall be entitled to obtain payment from City of $1,000.00, as liquidated damages. The parties agree that such amount constitutes a reasonable estimate of Seller's damages. In addition, City wishes to limit its liability in the event of its breach of this Agreement and failure to purchase the 17 Acre Property, and Seller has agreed to this limitation. The Parties thus agree that should City breach this Agreement and refuse or fail

to purchase the Property as contemplated herein, Seller's sole and exclusive remedy shall be the payment of the liquidated damage amount stated herein.

(b) If Trust fails to perform in accordance with the terms of this Agreement and to cure such failure within ten (10) days after receipt of notice of such failure, or if any representation or warranty made by Trust herein shall be untrue, then City shall be entitled to specific performance of Trust's obligations herein. Additionally, City shall be entitled to all other remedies available to City at law or in equity and under this Agreement. If City fails to perform in accordance with the terms of this Agreement with Trust and to cure such matters within 10 days after receipt of notice of such failure, then Trust shall be entitled to obtain payment from City of $1,000.00, as liquidated damages. The parties agree that such amount constitutes a reasonable estimate of Trust's damages. In addition, City wishes to limit its liability in the event of its breach of this Agreement and failure to purchase the 17 Acre Property, and Trust has agreed to this limitation. The Parties thus agree that should City breach this Agreement with either Seller or Trust and refuse or fail to purchase the 17 Acre Property and the First Right of Refusal as contemplated herein, the respective parties sole and exclusive remedy shall be the payment of the liquidated damage amounts stated herein.

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

10. **Incorporation of Recitals and Exhibits**. The recitals set forth above are hereby incorporated into this Agreement by this reference, and are made a part of this Agreement. Likewise, any exhibit referenced herein, or attached hereto, is made a part hereof.

11. **Attorney's Fees and Costs**. Each party shall bear its own attorney's fees and costs incurred in connection with the 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 attorney's fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

12. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, legatees, representatives, successors, transferees and assigns.

13. **Further Assurances**.

(a) The parties mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

14. **Assignment**. No party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 14, without prior written consent, shall be null and will be considered a breach of this Agreement.

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

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

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

18. **Drafting and Voluntary Execution**. The drafting and negotiation of this Agreement have been participated in by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

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

20. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provisions or rules that could cause the application of the laws of any jurisdiction other than the State of Utah. Each party irrevocably agrees that any legal action or proceeding with respect to this Agreement or for

recognition and enforcement of any judgment in respect hereof brought by the other party or its successors or assigns may only be brought and determined in the courts of Utah County, in the State of Utah.

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

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

23. **Buyback Rights**. Subsequent to the Closing, in the event the City decides that the 17 Acre Property cannot or will not be used for the intended purpose of a park, including any supporting appurtenances, then the City warrants that Lakeview will have the option to purchase the 17 Acre Property from the City at the greater of (i) the then-appraised value, or (ii) the Purchase Price. If at least 50% of the 17 Acre Property is used for a park, and the City determines that the remaining portion of the 17 Acre Property must be used for another municipal purpose this shall not trigger the option described above. City shall provide Lakeview with written notice within thirty days of making the determination not to use the 17 Acre Property for a park. Lakeview must provide City with written notice of its intent to exercise this option within thirty (30) days of receiving written notice from the City and close on the property within thirty (30) days thereafter. If after providing notice to the City of its intent to exercise its option to purchase, Lakeview fails to close the purchase of the 17 Acre Property within 30 days, the option shall terminate without further action or notice by the parties. Upon commencement of the use of the 17 Acre Property as a park for the use and enjoyment of City residents and others, Lakeview's rights to reacquire the 17 Acre Property or any part thereof shall terminate without further action or notice. Time is of the essence as it applies to the performance of the duties described in this paragraph.

24. **Mutual Non-disparagement Clause.** The parties agree not to make, or cause or encourage others to make, any written or verbal statements to any third party that defame, disparage, criticize, or in any way relate to any of the parties': i) personal, business, or political reputation, ii) practices, policies, positions, or iii) conduct known as of the date of this Agreement. The parties understand and agree that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that each party would be irreparably harmed by violation of this provision. This provision shall not be interpreted in such a way that restricts the City's duty to report events or respond to inquiries about the transaction.

25. **1031 Exchange.** Seller desires to enter into this transaction and to sell the 17 Acre Property as a "Relinquished Property" under Section 1031 of the Internal Revenue Code.

Accordingly, Buyer agrees to fully cooperate with the Seller in completing the 1031 Exchange, at no expense or liability to Buyer.

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

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the parties voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

LEHI CITY CORPORATION

By:_____
Mark Johnson
Its: Mayor

Dated:_____

ATTEST:

_____
Teisha Wilson, City Recorder

LAKEVIEW LAND AND ROCK
DEVELOPMENT LLC

By: Cole Peck
Cole Peck
Its: Manager

Dated: Aug 10 2020

STATE OF UTAH)
Utah : ss.
COUNTY OF ~~SALT LAKE~~)

On this 10th day of August, 2020, personally appeared before me, Cole Peck, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed did say that he is the Manager of Lakeview Land and Rock Development LLC and that said document was signed by him in behalf of Lakeview Land and Rock Development LLC by Authority of its Bylaws, or (Resolution of its Members), and said Cole Peck acknowledged to me that said Company executed the same.

Marilyn Banasky
NOTARY PUBLIC

MARILYN BANASKY
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 704076
COMM. EXP. 01-15-2023

ANTHONY T. PECK 2014 LIVING TRUST

By: Janice A. Peck
Its: Trustee

Dated: 10 Aug. 2020

STATE OF UTAH)
: ss.
COUNTY OF ~~SALT LAKE~~ Utah)

On this 10th day of August, 2020, personally appeared before me, **JANICE A. PECK**, 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 she is the Trustee of the Anthony T. Peck 2014 Living Trust and that she did sign the within and foregoing instrument by authority as Trustee and on behalf of said Trust and that the Trust executed the same.

NOTARY PUBLIC

MARILYN BANASKY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 704076
COMM. EXP. 01-15-2023

EXHIBIT A

The following Real Property located in Utah County, State of Utah, is described as follows:

EXHIBIT B

RELEASE AND RELINQUISHMENT OF FIRST RIGHT OF REFUSAL

This **RELEASE AND RELIQUISHMENT OF FIRST RIGHT OF REFUSAL** ("Release"), is made and entered into by and between **LEHI CITY CORPORATION** (hereinafter "City"), and **JANICE A. PECK**, Trustee of the Anthony T. Peck 2014 Living Trust (hereinafter "Trust").

In consideration of the mutual promises to be kept and performed and other good and valuable consideration, the parties agree as follows:

1. Facts and Objectives. This Release is made with reference to the following facts and objectives:

(a) City is purchasing property from Lakeview Land and Rock Development, LLC for use as a park;

(b) Trust has assured City that it is the sole owner of the right of first refusal from City to contract for future development work or removal of material from the "Entire Peck Property" as set forth in the April 24, 2007 Agreement "First Right of Refusal";

(c) City and Trust have entered into an Agreement dated _____, 2020 ("Purchase Agreement"), and all applicable terms from said Agreement are incorporated herein by reference, with this Release attached as Exhibit B to the Agreement; and

(d) This Release shall be delivered and effective concurrent with the closing of the purchase by City of the real property referred to in the Purchase Agreement in accordance with the terms set forth in the Agreement.

(e) Conditioned upon all parties' signing the Agreement prior to September 2, 2020, and the Lehi City Council approving the agreement by resolution prior to September 2, 2020, this Agreement shall become binding and effective as of September 2, 2020 (hereinafter "Effective Date").

2. Release and Relinquishment of First Right of Refusal.

(a) Upon the Effective Date of this Release, Trust on its own behalf and on behalf of all Beneficiaries, related or affiliated persons, LLC's (including, but not limited to, Lakeview Land and Rock Development LLC, as well as other entities, successors and predecessors, members, shareholders, owners, employees, principals and agents, in both their individual and representative capacities (collectively, the "Peck Related Parties") hereby relinquishes, releases and forever discharges City, all related or affiliated persons, or other entities, their successors and predecessors, in any manner pertaining to the terms of that certain first right of refusal to contract for future development work or the removal of such additional

material as set forth in a Purchase Agreement dated _____ April 24, 2007, by and between City and Anthony T. Peck, Trustee of the Anthony T. Peck Trust,("First Right of Refusal" which First Right of Refusal is now owned by The Anthony T. Peck 2014 Living Trust, Janice A. Peck, Trustee, together with all contracts, suits, proceedings, debts, judgments, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, trespasses, of any type, liabilities or obligations, damages of any type (including attorneys' fees or other fees), and executions, in law or in equity of any kind or nature whatsoever, arising from the beginning of time through the Effective Date of this Agreement, whether known or unknown on or before the Effective Date of this Agreement, including, without limitation, those that arise from or relate in any manner to the actions and all agreements between or among them, and any and all transactions, causes of action, claims, or allegations relating to any dealings or interactions pertaining to the First Right of Refusal.

(b) The Peck Related Parties, and each of them, agree that if they hereafter commence, join in, or in any manner seek relief against any of the City through any suit arising out of, based upon, or relating to any of the Claims released hereunder, or in any manner assert against any of the City any of the Claims released hereunder, then they shall pay to the City, in addition to any other damages caused to the City thereby, all attorneys' fees and costs incurred by the City in defending or otherwise responding to said suit or Claim.

DATED the 10th day of August _____, 2020.

"TRUST"

By:_____
Janice A. Peck
Trustee of the Anthony T. Peck 2014 Living Trust

ACCEPTED

LEHI CITY CORPORATION

By:_____
Mark Johnson
Its: Mayor

Dated:_____

ATTEST:

_____
Teisha Wilson, City Recorder