Lehi City Council Meeting
Agenda
July 9, 2024

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

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

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. Presentations and Reports

    2.1. Waterwise Yard of the Month Presentation- Environmental Sustainability Committee

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

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

4. Consent Agenda

    4.1. Approve City Council Meeting Minutes

    4.2. Approve Purchase Orders

PO Index.pdf
Mountainland PO PI Metering 2024-2025.pdf
PO Geneva Rock MICRO PO 6.26.24.pdf
PO Rhino Pumps.pdf
PO Request-Stuart C Irby $722475.pdf

Regular Agenda

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

6. Consideration of Resolution #2024-39 approving an agreement with Strong Solutions for the construction of a restroom at Shadow Ridge Park.
   Petitioner: Lehi City
   Res 2024-39.docx
   Agreement-Shadow Ridge Park Restroom Construction.docx

7. Consideration of Resolution #2024-40 amending the agreement with Strong Solutions for Shadow Ridge Park Construction Services.
   Petitioner: Lehi City
   Res 2024-40.docx
   Agreement-First Amendment to Shadow Ridge Construction Services Agreement.docx

8. Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.
   a. Public Hearing
   b. Consideration of Resolution #2024-38 approval of the Hadco-Pacific Annexation Agreement.
   c. Consideration of Ordinance #40-2024, approval of the Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.

   Petitioner: Mark Skousen
   CC Staff Report Hadco-Pacific Annexation - Final Approval 07.09.24.docx
   Hadco Annexation DRC 2.28.2024.docx
   Ord 40-2024.docx
   Res 2024-38.docx
   Hadco-Pacific Annexation AnnexAgreement 07.09.24.docx
   Hadco aerial.pdf
   Hadco GP.pdf
   Hadco zoning.pdf
   Hadco-Pacific Annexation narrative.pdf
   Hadco-Pacific Annexation Plat Updated Plat.pdf

9. Consideration of Ordinance #41-2024 approving the Exchange Business Park Zone Change

on 1.19 acres located at approximately 1500 North 3600 West, changing the zoning from R-3 (high density residential) to Neighborhood Commercial.
Petitioner: Boyd Brown
CC Staff Report Exchange Business Park Zone Change 07.09.24.docx
Exchange Business Park Zone Change DRC 5.22.2024.docx
Ord 41-2024.docx
Updated Narrative - Exchange Business Park Zone Change.pdf
Exchange Business Park Zone Change - Exhibit.pdf
Aerial map.pdf
General Plan Map.pdf
Zoning Map.pdf

10. Consideration of Grading Permit approval for the Holbrook Industrial Building 5, on 17.6-acres located at approximately Redwood Road and 2100 North.
Petitioner: Boyer Company
CC Staff Report Holbrook Industrial Building 5 Grading Permit 07.09.24.docx
Holbrook Industrial Building 5 Grading Permit DRC 5.29.2024.docx
Holbrook Industrial Building 5 Grading Permit - Narrative, plans 05.29.24.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

11. Public Hearing to receive input respective to the LBR study, report, and recommendation for the Creation of a New School District.
Petitioner: Lehi City
New-Central-School-District-Findings-6.18.2024.pdf
New-Central-School-District-Feasibility-Study-6.18.2024-Work-Session.pptx.pdf

12. Consideration of Ordinance #42-2024 approving an Amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking.
Petitioner: Lehi City
CC Staff Report table 37.100 Bike Parking Development Code Amendment 07.09.24.docx
Ordinance Table37.100 Bicycle Parking Requirements Development Code Amendment 07.09.24.docx
Bike Parking Amendments DRC 6.5.2024.docx
TBL37.100 Bike Parking - revisions.pdf

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

14. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

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

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Waterwise Yard of the Month Presentation- Environmental Sustainability Committee

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Mayor's Challenge Award Presentation- Lehi Rotary Club

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

Mountainland PO PI Metering 2024-2025.pdf

PO Geneva Rock MICRO PO 6.26.24.pdf

PO Rhino Pumps.pdf

PO Request-Stuart C Irby $722475.pdf

LEHI CITY
CITY COUNCIL AGENDA
July 9, 2024

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Mountainland Supply	PI Metering	$5,000,000.00	Carried Over from FY2024
Geneva Rock	Micro Seal Roads	$574,500.00	$1,700,000.00
Rhino Pumps	Rehabilitation of lift station	$188,000.00	$200,000.00
Stewart C Irby	Power Dept Supplies	$722,475.00	Inventory

LEHI CITY PURCHASE REQUISITION REQUEST

Dean Lundell

Supplier

Name Mountainland Supply Company
Street PO Box 127
City Orem **State** Utah
Zip 84059 **Phone** 801-224-6050

Vendor 32675
Date 2-Jul-24

Secondary — **Requesting Department**
55-40-45-100 — **Department Account Numbers**
Department Head Signature

Qty	Description	Price	Total
1	PI Metering Project	$5,000,000.000	$5,000,000.00
			$5,000,000.00

Justification:
PI Metering Project

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

MOUNTAINLAND
SUPPLY COMPANY

Bid

S105277948.001

$2,000,000.00

BILL TO:

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

SHIP TO:

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

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

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

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

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

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

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

MOUNTAINLAND
SUPPLY COMPANY

Bid

S104692350.001

$16,908,703.18

BILL TO:

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

SHIP TO:

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

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

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

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

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

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

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

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

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

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

MOUNTAINLAND
SUPPLY COMPANY

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

updated prices

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/14/2023	S105258004

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

QUOTE TO:

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

SHIP TO:

LEHI WATER SHOP
2538 NORTH 300 WEST
LEHI, UT 84043

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

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

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

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

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

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

Lehi City Purchase Requisition Request

Supplier	**Name**	Geneva Rock		**Vender #**	**1664**
	Street	PO Box 428		**Date**	**6/26/2024**
	City	Orem	**State**	UT	
	Zip	84059	**Phone**	801-765-7800	

Dean Lundell

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

Quantity	Unit	Materials and Description	Price	Total
		GENEVA ROCK WILL GO THROUGH AND MICRO		
		SEAL 1.3 MILLION SQ. FT OF CITY ROADS		
		THIS WILL BE APPLIED ON ASHTON BLVD &		
		TRIUMPH AT NIGHT. AS WELL AS 700 SOUTH		
		THIS WENT THROUGH THE CITY RFP PROCESS		
		RFP 2024-06		
		Total		$574,500.00

Justification:	**Price Determination**	
APPROVED BY CITY COUNCIL ON	**Verbal Quote**	
23-Apr-24	**Informal Bid**	
	Written Bid	
	State Bid	
	Other	**X**

LEHI CITY PURCHASE REQUISITION REQUEST

Dean Lundell

Supplier

Name Rhino Pumps
Street 453 W. 700 S.
City Pleasant Grove **State** UT
Zip 84062 **Phone** 801.321.8242

Vendor _____

Date 1-Jul-2024

Waste Water	52-40-58 Capital Improvements	
Requesting Department	**Department Account Numbers**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
1		Rehabilitation of Jordan Narrows Lift Station (see quote for details)	$188,000.00	$188,000.00
		Quote #RQ1916 Rev 2		
				$188,000.00

JUSTIFICATION:
This is for the rehabilitation of the Jordan Narrows Lift Station. Overwatch installation with on site bypass including all plumbing and pumps. RhinoPumps is the only company that offers this specialized service.

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

453 W. 700 S.
Pleasant Grove, UT 84062

Phone (801) 321-8242

sales@rhinopumps.com

RHINOPUMPS

Quote

Customer ID	Quote Date	Quote Number
0001	9/28/2023	RQ1916 Rev 2
Attn	cc	

Customer Information

Lehi City Water Department
2538 North 300 West
Lehi, UT 84043

Ship To Information

Lehi City Water Department
2538 North 300 West
Lehi, UT 84043

Quote By:	Clinton Bell
PO #:	
RFQ #:	
Salesperson:	Clinton Bell
Phone:	(801) 768-7102 x
Fax:	
Terms:	Net 30

Quote Information

Comments: **NOTE: Manufacturer's lead times are not guaranteed**

Pump/Equipment Description:
DUPLEX OW31CP/2VV-7.5 kW (10HP) SIZED FOR 100 GPM @ 69' TDH WITH ONE VOLUTE RUNNING, 2ND STANDBY

PUMPS SUPPLIED WITH 130MM VORTEX IMPELLERS

6" ANSI FLGD COMMON INLET, 4" ANSI FLGD COMMON OUTLET

3" ANSI FLGD BRANCHES, EACH WITH SHUT-OFF VALVE

304L STAINLESS STEEL VOLUTE, IMPELLER & FABRICATION, 3" SOLIDS PASSAGE;TRIPOD SUPPORT

4-20mA LEVEL SENSOR; CLOSING PLATE 0
7.5kW (10HP) 2-POLE 3550 RPM MOTORS, INVERTER DUTY; S.F. 1.15, IP67 IMMERSIBLE ENCLOSURE,3/60/460V

DUPLEX VFD CONTROL PANEL SIZED FOR 7.5kW (10 HP) MOTORS, 3/60/460V

PANEL DESIGNED FOR INSTALLATION IN AN ENCLOSED, CLIMATE CONTROLLED AREA

CABINET IS UL508A CERTIFIED US/CANADA & MEETS 65KA SCCR STANDARD

Subtotal :	188,000.00
Tax :	0.00
Total for Quote RQ1916 Rev 2 :	188,000.00

Lead Time

28-32 weeks ARO plus transit

SIGNATURE: DATE:

PO# (IF NOT ALREADY ISSUED): **Ship Via:**

Our Tax ID: 46-3826223 Your Tax ID: 11891541-002-TC

Sales Tax Code 1: No Sales Tax on Sales

RHINOPUMPS
453 W. 700 S.
Pleasant Grove, UT 84062
Phone (801) 321-8242
sales@rhinopumps.com

Quote

Customer ID	Quote Date	Quote Number
0001	9/28/2023	RQ1916 Rev 2
Attn	cc	

Customer Information

Lehi City Water Department
2538 North 300 West
Lehi, UT 84043

Ship To Information

Lehi City Water Department
2538 North 300 West
Lehi, UT 84043

Quote By:	Clinton Bell
PO #:	
RFQ #:	
Salesperson:	Clinton Bell
Phone:	(801) 768-7102 x
Fax:	
Terms:	Net 30

VALVES: SUCTION, DISCHARGE, BRANCH

Freight		Unit Price	Ext Price
1	Estimated Freight	3,900.00	3,900.00
	Total for Freight :		**3,900.00**

Labor		Unit Price	Ext Price
1	Install Overwatch System with SS pipe and fittings - Removal of Existing Check Valves - Install 8' Knife Gate Valve - install two 8" Blind Flanges to cap off 2nd discharge piping - Install Custom Spool Piece.	16,000.00	16,000.00
1	Fabrication: Custom SS Suction spool	6,667.00	6,667.00
	Total for Labor :		**22,667.00**

Material		Unit Price	Ext Price
1	DUPLEX OW31CP/2VV-7.5 kW (10HP) SIZED FOR 100 GPM @ 69' TDH WITH ONE VOLUTE RUNNING, 2ND STANDBY	124,791.00	124,791.00
1	Supplies allowance: - Stainless Steel Pipe, Pipe Fittings, Hardware, etc...	10,000.00	10,000.00
1	Spare Pump Assembly: - Assembled Motor and Seal Assembly - Impeller; OW31/31R/61/61R Vortex	23,817.00	23,817.00
1	8" Knife Gate Valve	2,353.00	2,353.00
2	8" Blind Flange	236.00	472.00
	Total for Material :		**161,433.00**

	Subtotal :	**188,000.00**
Lead Time	**Tax :**	**0.00**
28-32 weeks ARO plus transit	**Total for Quote RQ1916 Rev 2 :**	**188,000.00**

SIGNATURE: DATE:

PO# (IF NOT ALREADY ISSUED): **Ship Via:**

Our Tax ID: 46-3826223 Your Tax ID: 11891541-002-TC

Sales Tax Code 1: No Sales Tax on Sales

453 W. 700 S.
Pleasant Grove, UT 84062

Phone (801) 321-8242

sales@rhinopumps.com

RHINOPUMPS

Quote

Customer ID	Quote Date	Quote Number
0001	9/28/2023	RQ1916 Rev 2
Attn	cc	

Customer Information	Ship To Information
Lehi City Water Department 2538 North 300 West Lehi, UT 84043	Lehi City Water Department 2538 North 300 West Lehi, UT 84043

Quote By:	Clinton Bell
PO #:	
RFQ #:	
Salesperson:	Clinton Bell
Phone:	(801) 768-7102 x
Fax:	
Terms:	Net 30

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
Quote is valid for 30 days.

Subtotal :	188,000.00
Tax :	0.00
Total for Quote RQ1916 Rev 2 :	188,000.00

Lead Time

28-32 weeks ARO plus transit

SIGNATURE: DATE:

PO# (IF NOT ALREADY ISSUED): **Ship Via:**

Our Tax ID: 46-3826223 Your Tax ID: 11891541-002-TC

Sales Tax Code 1: No Sales Tax on Sales

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.		**Vender #**	
	Street	PO BOX 843959		**Date**	**6/12/2024**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

Dawn Lundell

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

Quanity	Unit	Materials and Description	Price	Total
50,700'		OKON 160-23-9590 15KV OKOGUARD	$14.25	$722,475.00
		URO-J 1100MCM 220MIL 133% INSUL		
		LEAD TIME MARCH 2025		
		UPCOMING PROJECTS AND PAID PROJECTS		
		FLIGHT PARK RD, VISTAS AT THE POINT		
		RIVER POINT PH-2,LPCP PROJECTS #10,#4,#3		
		VIVIAN ESTATES 3,CEDAR HOLLOW RD		
				$722,475.00

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

LEHI CITY
POWER DEPARTMENT

6/12/2024

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 Irby 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 Irby 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

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
06/12/24	S013978877

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

PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	1100		Gregory J McPhie

INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
JOSEPH C RHO	06/12/24	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			********* Shipping Instructions *********		
			* KENNY 385-201-2612 OFC	*	
			* 801-655-3042 MBL	*	
			* CLAY 801-900-0420	*	
			**********	*********	
50700FT		1	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL	14250.000M	722475.00

*** This is a quotation ***

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

Subtotal	**722475.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
TOTAL	**722475.00**

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

** Reprint ** Reprint ** Reprint **

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

Res 2024-39.docx

Agreement-Shadow Ridge Park Restroom Construction.docx

RESOLUTION NO. 2024-39

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH STRONG SOLUTIONS LLC FOR
THE CONSTRUCTION OF A RESTROOM AT SHADOW RIDGE PARK

WHEREAS, City desires to contract for the construction of a restroom at Shadow Ridge Park; and

WHEREAS, the City selected Strong Solutions LLC as the lowest responsive and responsible bidder; and

WHEREAS, on July 9th, 2024, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement for the construction of a restroom at Shadow Ridge Park with Strong Solutions LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 9th day of July, 2024.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR SHADOW RIDGE PARK RESTROOM CONSTRUCTION SERVICES

THIS AGREEMENT FOR SHADOW RIDGE PARK RESTROOM CONSTRUCTION SERVICES ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Strong Solutions LLC, whose principal place of business is located at 117 East 670 North, Fairfield, Utah 84013 ("Contractor").

WHEREAS, City desires to contract for the construction of a restroom at Shadow Ridge Park (the "Work"); and

WHEREAS, City issued requested bids and Contractor submitted a bid which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

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

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

2. Term. The Work shall commence on the Effective Date and shall be completed no later than October 1, 2024 ("Term"). Failure to complete the Work by the end of the Term constitutes an event of default. The actual damages to the City for the delay in completion may be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City, liquidated damages for each calendar day in completing performance of the Work past the end of the Term, in an amount of $500 per day. The final costs for liquidated damages shall be deducted from the Payment amount identified in Section 3 below.

3. Payment. City shall pay Contractor a total contract payment ("Payment") not to exceed $284,850. On a monthly basis, Contractor shall invoice City for Work completed, inspected, and accepted by City. City shall pay Contractor's invoices within 30 days of receipt.

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

employees, agents, subcontractors, independent contractors, and the like.

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

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

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

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

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

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

7. Taxes.

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

8. Indemnification and Insurance.

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

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

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000

aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 [intentionally left blank]

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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

9. Performance and Warranty Bonds or Letters of Credit.

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

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and proper payment to subcontractors; if any.

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

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

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

(A) complies with this Agreement; and

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

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

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

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

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

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

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

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

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

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

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

13. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	Strong Solutions LLC
Attn: Steve Marchbanks	Attn: Heather Strong
153 N 100 E	117 East 670 North
Lehi, Utah 84043	Fairfield, Utah 84013

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

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____, 2024.

Strong Solutions LLC

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2024, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Strong Solutions LLC and that said document was signed by him/her in behalf of said Company by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2024.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents
(Contractor's Bid and City's Plans)

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

Res 2024-40.docx

Agreement-First Amendment to Shadow Ridge Construction Services Agreement.docx

LEHI CITY

RESOLUTION NO. 2024-40

A RESOLUTION AMENDING THE AGREEMENT FOR SHADOW RIDGE PARK CONSTRUCTION SERVICES

WHEREAS, on April 22, 2024, Lehi City and Strong Solutions LLC ("Strong") entered into an Agreement for Shadow Ridge Park Construction Services ("Agreement"); and,

WHEREAS, two alternate bids that were included in Contractor's response to RFP 2024-03 were inadvertently omitted from the total contract amount ("Payment") identified in the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to include the alternate bids in the total contract payment;

WHEREAS, on July 9, 2024, 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) the amended Agreement between Lehi City and Strong should be approved; 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:

PART I:

1. Section 3 "Payment" of the Agreement for Shadow Ridge Park Construction Services is hereby amended to a corrected Payment amount of $1,528,860.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 9th day of July, 2024.

LEHI CITY

_____

ATTEST

_____

Mark Johnson, Mayor

Teisha Wilson, City Recorder

FIRST AMENDMENT TO THE AGREEMENT FOR
SHADOW RIDGE PARK CONSTRUCTION SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SHADOW RIDGE PARK CONSTRUCTION SERVICES (this "*Amendment*") is made effective as of the date the last party signs below by and between Lehi City Corporation, a Utah municipality whose address is 153 N 100 E Lehi, UT 84043 ("*City*"), and by Strong Solutions LLC a Utah corporation whose address is 117 East 670 North, Fairfield, Utah 84013 ("*Con tractor*"). In this Agreement, City and Contractor are each a "*Party*" and collectively are the "*Parties*."

R E C I T A L S:

A. On or about April 22, 2024, the Parties entered into an Agreement for Shadow Ridge Park Construction Services (the "*Agreement*") whereunder Contractor agreed to provide construction services in connection with City's project (the "*Project*") as described in the Agreement.

B. Two alternate bids that were included in Contractor's response to RFP 2024-03 were inadvertently omitted from the total contract amount ("Payment") identified in the Agreement.

C. The parties now desire to amend the Agreement as provided in this Amendment.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The total contract payment specified in Section 3 "Payment" of the Agreement is hereby amended to a corrected Payment of $1,528,860 which includes the amounts of two alternative bid alternates provided in Contractor's response to RFP 2024-03.

2. Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

[*signature pages follow*]

Dated the _____ day of _____, 2024.

Strong Solutions LLC

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2024, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Strong Solutions LLC and that said document was signed by him/her in behalf of said Company by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2024.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.
a. Public Hearing
b. Consideration of Resolution #2024-38 approval of the Hadco-Pacific Annexation Agreement.
c. Consideration of Ordinance #40-2024, approval of the Hadco-Pacific Annexation with Light Industrial zoning on 25.69 acres located at approximately 2100 North 1450 West.

Suggested Action:

Attachments:

CC Staff Report Hadco-Pacific Annexation - Final Approval 07.09.24.docx

Hadco Annexation DRC 2.28.2024.docx

Ord 40-2024.docx

Res 2024-38.docx

Hadco-Pacific Annexation AnnexAgreement 07.09.24.docx

Hadco aerial.pdf

Hadco GP.pdf

Hadco zoning.pdf

Hadco-Pacific Annexation narrative.pdf

Hadco-Pacific Annexation Plat Updated Plat.pdf

HADCO-PACIFIC ANNEXATION

CITY COUNCIL REPORT

Applicant	Mark Skousen		
Meeting Date	July 9, 2024		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 2100 N 1450 W		
Requested Zoning	LI (Light Industrial)		
General Plan Land Use Designation	LI		
Acreage	10.63 acres (24.95 acres with UDOT parcels)		
Existing Land Use	Parking & Undeveloped		
Adjacent Zoning and Land Use	*North*	C	2100 N
	South	LI	Hadco Construction
	East	PF/A-1/C	City Park & Park n Ride
	West	LI	Granite Point Business Park
Date of DRC Review	February 28, 2024		
Date of City Council Acceptance	March 26, 2024		
Date of Planning Commission Review	April 11, 2024		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

REPORT ANALYSIS

The General Plan designates this property as Light Industrial. The applicant's original intention was to annex in just 10.63 acres, but per DRC request they now show the UDOT property to bring it to 24.95 acres. The proposed annexation will add a portion of an existing county island. This area has a general plan land use designation with the intent that it would annex into Lehi at some point.

The DRC reviewed the proposed annexation and had no critical issue concerns. These comments were informative for the applicant. Some of their comments include:

1. The narrative states that the desired zoning is Light Industrial. This would require water dedication. The alternative option is to come in with TH-5 zoning, but this would require a separate zone change application before any development can take place.
2. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the Light Industrial Zone is 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water.
3. Recommend including all of the UDOT property to the northeast to fill in the entire County Island. The UDOT property could be annexed with TH-5 zoning.
4. On each parcel of the annexation plat, label the proposed zoning and property address (work with City Staff to determine new City address)
5. There will be a circuit study required for development.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed application does/does not conform to the goals and policies of the General Plan.
2. Other findings as determined at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on April 11, 2024. The minutes and motion from this meeting are as follows:

3.2) Public hearing and recommendation of Mark Skousen's request for review of Light Industrial zoning for the Hadco-Pacific Annexation, approximately 10.63 acres located at approximately 2100 North 1450 West.
Brittney Harris presented information on the item.

Commissioner Everett requested clarification on the adjacent property and its zoning. Brittney pulled up the parcel map to show property ownership.

The applicant was Mark Skousen. Commissioner Everett inquired if this would always be a right of way. The applicant stated that there had not been any discussions about it. Brad Kenison mentioned that much of this property had been supplied back to Hadco from UDOT. Commissioner Kunze asked if the usage would be changed. The applicant replied that it would not be changed.

Commission Chair Jackson opened the public hearing.

Ross Carter was opposed. Thirty years ago, the intent for the property had been for storage and maintenance. The noise and dirt were nuisances. Despite police involvement and provided documentation, legal enforcement had not been carried out. Noise studies had been provided, and he felt like they had changed. He is highly concerned about the noise and the impact that it has had over the years on his community.

Brad Sunderland was opposed. The city had put a Park and Ride near his home. There was an access route near the Park and Ride to Hadco, and one of the most dangerous intersections in Lehi was State Street and Trinnaman Lane. He stated it made him anxious with vehicles coming off 2100 North meeting at State Street and going onto Trinnaman Lane.

Mike Bentley was opposed. He stated years ago Hadco had been instructed to stay on the Southwest lot. Now, they closely bordered his and other neighbors' homes. This was supposed to be Light Industrial, but when he read City code, it did not meet Light Industrial standards. He wrote a letter to the City Council about one year ago to address the issue. He logged a week's worth of Hadco nuisances. The application requirements are needed to apply to the Hadco annexation. He was nervous about what was going to happen to his house. The dust and the noise were unprecedented and negatively affecting their livelihood.

Chad Perry is opposed. He echoed Mike Bentley's comments.

Bradley Doornor was opposed. If he had known about the situation of the noise and dust, he would not have purchased the house. He felt like Hadco was doing the bare minimum to meet the code standard.

Suzanne Perry was opposed. She wanted to know if it could have been annexed but not with the potential noise and dust. If the UDOT property had been annexed, she wondered if there was any way it could have been arranged so that it couldn't be sold.

Kathy Sunderland was opposed. She wanted to know who owned or was taking care of the park and ride. She had concerns about the property and how unsightly it was. If it were annexed, she wondered who would oversee it.

Peter Rehm inquired about a sound wall, asking how high it would be and how effective it would be.

Brittney Harris acknowledged the online public comments which will be included in the public record below.

Heidi Cook I am unsure if my original comment was submitted. I would like to give input on not allowing the expansion of Hadco and or allowing them zoning for light industrial use. We have enough noise with 2100 N, Hadco, State Street, I-15 etc. Please keep our homes, park, church as peaceful as can be. Please add sound barrier walls.

Colton Cook Please do not allow Hadco/Mark Skousen additional light industrial approval of this area. We already have enough noise from them in their current location, but also from 2100 N, State St, I-15, etc. We also have enough dust and dirt from their current location as well as the surrounding building. Please allow us to enjoy our neighborhood and recreation in our backyards, park, and church pavilion. A sound dampening wall is already needed with the number of noise/dust/debris that is around our neighborhood that has built, added onto, and encroached around us, please do not allow further noise, dust, and dirt to be allowed and cause more problems with our neighborhood.

Amanda Pierce, I live in the neighborhood sandwiched between the Hadco property, 2100 N, and State Street. With these 3 factors combined (not to mention the nearby freeway) the noise level both day and night is already too high. We simply cannot allow the noise level to increase. About a year ago I was speaking with a Lehi City Police officer. I asked him if there were any neighborhoods he would avoid living in within Lehi City (referring to crime). He answered, "Honestly I would only avoid living in your neighborhood, just because of the noise level".

Commission Chair Jackson closed the public hearing.

Commissioner Eyre asked about the annexation because it was an existing use. Commissioner Everett questioned what was considered an existing use, noting that what was being done didn't fit any of the zoning, and it would have to be conditional, especially where it concerned County property. Commissioner Everett did not feel like it was a conforming use. Commissioner Eyre stated that the request made sense before it was confirmed. Kim Struthers stated that with annexation, there was leverage because it still had to go to the Council, and there would have to be an annexation agreement. Kim mentioned that recommendations could be made to the Council for that annexation agreement. Kim further stated that unless the property was annexed, the use was usually annexed with whatever use was already in place, but the annexation agreement could stipulate the usage. Brad Kenison mentioned that sound walls could be installed at different heights to prevent noise penetration at different levels. Kim mentioned that a lot of the noise came from within Lehi City, and Lehi Police dealt with that.
Commissioner Kunze asked the applicant if some of the louder operations would be moved closer to the freeway where the annexation would have taken place, which was further from residential areas. Josh Moffit stated he believed some of the dust would have been mitigated by the buildings and some of the trucking would have been distributed by paved roads and the relocation of trucking operations.

Commissioner Everett stated that some of the problems stemmed from the existing pieces in the City. The annexation agreement would have only pertained to the item discussed that night. He inquired why things had not been put into code that could have been enforceable that night.

Commissioner Everett wanted to make a summary comment. He understood the consistency of an annexation agreement to help alleviate the negativities that were currently being experienced. If it were not granted, the use would have been continued, and Commissioner Everett would have liked to help fix that. He felt the route to fix this was to make recommendations through an annexation agreement. Commissioner Jackson agreed with Commissioner Everett.

> **Motion:** Commissioner Eyre recommend approval of **Mark Skousen's request for review of Light Industrial zoning for the Hadco-Pacific Annexation, approximately 10.63 acres located at approximately 2100 North 1450 West;** noting it allows to have more controls with development should it be developed in the future. It is recommended that the City Council include an annexation agreement outlining the legalities that can be established for sound and dust mitigation on both this property and the south property owned by Hadco. Including all DRC comments and findings stated in the report. Commissioner Kunze seconded the motion.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Jones, yes; Commissioner Kunze, yes.

Hadco-Pacific Annexation
DRC Redline Comments

Mark Skousen- requests review of the Hadco-Pacific Annexation, approximately 10.63-acres of property located at approximately 2100 North 1450 West with a Light Industrial zoning.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Representatives of the Applicant Present: Mark Skousen
Assigned Planner: Jacob
Date of Plans Reviewed: 2/20/2024
Time Start: 2:04 pm
Time End: 2:09 pm

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities**

3. **Zoning required or recommended- Light Industrial**

4. **Distances to schools/parks/shopping**

5. **Transportation**

DRC GENERAL COMMENTS:

1. The narrative states that the desired zoning is Light Industrial. This would require water dedication. The alternative option is to come in with TH-5 zoning, but this would require a separate zone change application before any development can take place.
2. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the Light Industrial Zone is 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water.
3. Recommend including all of the UDOT property to the northeast to fill in the entire County island. The UDOT property could be annexed with TH-5 zoning.
4. On each parcel of the annexation plat, label the proposed zoning and property address (work with City Staff to determine new City address)
5. There will be a circuit study required for development.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 26, 2024.

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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: 40-2024

AN ORDINANCE APPROVING THE HADCO-PACIFIC ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Hadco-Pacific Annexation, located at approximately 2100 N 1450 W and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 9th day of July 2024, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

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

Section 1. The Lehi City Council finds that the proposed Hadco-Pacific Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit "A", in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the LI zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

Section 5. This ordinance shall become effective on the date that it is filed in the office of the Utah County Recorder.

Approved and adopted by the Lehi City Council this 9th day of July 2024.

ATTEST

_____	_____
MARK JOHNSON, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Hadco-Pacific Annexation Legal Description

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 6, Township 5 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a northeasterly corner the current Lehi City boundary described in that Native Plants Addition Annexation Plat to Lehi City recorded November 22, 1983 as Entry No. 35415, having Map No. 2934 in the Office of the Utah County Recorder, which is 1571.81 feet N. 00°04'38" W. along the Section line and 1327.56 feet West from the Southeast Corner of said Section 6; thence along said current Lehi City boundary the following two (2) courses: 1) S. 89°49'22" W. 663.55 feet (R=S89°48'56" W 650.58); 2) N. 00°06'00" W. (R=N 00°06'26" W) 1067.52 feet to the Quarter Section line and a current Lehi City boundary described in that H. Keith Bushman Annexation to Lehi City recorded February 28, 1996 as Entry No. 15874, having Map No. 6477 in the Office of said Recorder; thence N. 89°47'46" E. (R=N89°47'20"E) 1322.65 feet along said lines to a current Lehi City boundary described in that Sunderland Annexation Plat recorded June 8, 1979 as Entry No. 22209, having Map No. 2392 in the Office of said Recorder; thence along said current Lehi City boundary the following three (3) courses: 1) S. 00°00'42" W. (R=South) 575.13 feet; 2) S. 89°59'54" W. (R=West) 655.54 feet; 3) S. 00°10'56" W. (R=South) 495.02 feet to the **Point of Beginning**.

The above-described parcel of land contains 24.95 acres, more or less.

RESOLUTION NO: 2024-38

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

WHEREAS, the owners desire to annex certain property located at approximately 2100 N 1450 W to the City of Lehi which property is further described in Exhibit "A" of the Annexation Agreement and incorporated by reference herein; and

WHEREAS, owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the owners, their heirs, executors, assigns and successors in interest; and

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries; and

WHEREAS, the conditions, performances and obligations of the owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the owners and/or developers have complies with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Annexation Agreement with the owners of the property that is the subject of the Hadco-Pacific Annexation; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Hadco-Pacific Annexation Agreement attached hereto as Exhibit "A" is herby approved and the Mayor is authorized to execute the Agreement and take all other such actions as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 9th day of July 2024.

LEHI CITY	ATTEST
_____	_____
MARK JOHNSON, Mayor	TEISHA WILSON, City Recorder

HADCO-PACIFIC ANNEXATION
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as

required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **LI (Light Industrial)** as shown on the annexation plat map**.**

5. There will be a water right dedication required as a condition of recording the annexation plat because of the LI zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached).

6. Adequate mitigation measures will be taken to control noise and dust on the property, to minimize impacts to the adjacent residential neighborhoods. These mitigation measures include the following:

   a. Operation of any type of business/construction related vehicles or equipment on the property shall be strictly limited to between the hours of 7am to 10 pm.
   b. Prior to the commencement of any approved use on the property, the Owners agree to provide hard surface (asphalt or concrete) for the use of all trucks, trailers or other equipment that will be kept on the Property, to reduce dust coming off of the site.
   c. Prior to the commencement of any approved use on the property, the Owners agree to provide a 25’ landscaped buffer that exceeds the planting requirements listed in Section 12.080 of the Lehi City Development Code by at least two times the number of typical required tall shrubs and trees.
   d. The Property will not be used for any type of outdoor storage of topsoil, sand, gravel or any other materials that would create dust and cause a nuisance to adjacent properties.
   e. Within 1 year of recording of the annexation plat, Owners agree to install an 8’ masonry wall on the east property line, to provide a visual buffer and partial noise reduction.

7. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner’s expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the

owner/developer.

8. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.

9. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.

10. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats:

> "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

11. The extension of all city utility lines and services will be the responsibility of the Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

_____ _____
MARK JOHNSON, Mayor Date

ATTEST:_____
TEISHA WILSON, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE _____DAY OF _____A.D. 20___ PERSONALLY APPEARED BEFORE ME

_____, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES:_____ _____

NOTARY PUBLIC (SEE SEAL)

EXHIBIT "A"

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 6, Township 5 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a northeasterly corner the current Lehi City boundary described in that Native Plants Addition Annexation Plat to Lehi City recorded November 22, 1983 as Entry No. 35415, having Map No. 2934 in the Office of the Utah County Recorder, which is 1571.81 feet N. 00°04'38" W. along the Section line and 1327.56 feet West from the Southeast Corner of said Section 6; thence along said current Lehi City boundary the following two (2) courses: 1) S. 89°49'22" W. 663.55 feet (R=S89°48'56" W 650.58); 2) N. 00°06'00" W. (R=N 00°06'26" W) 1067.52 feet to the Quarter Section line and a current Lehi City boundary described in that H. Keith Bushman Annexation to Lehi City recorded February 28, 1996 as Entry No. 15874, having Map No. 6477 in the Office of said Recorder; thence N. 89°47'46" E. (R=N89°47'20"E) 1322.65 feet along said lines to a current Lehi City boundary described in that Sunderland Annexation Plat recorded June 8, 1979 as Entry No. 22209, having Map No. 2392 in the Office of said Recorder; thence along said current Lehi City boundary the following three (3) courses: 1) S. 00°00'42" W. (R=South) 575.13 feet; 2) S. 89°59'54" W. (R=West) 655.54 feet; 3) S. 00°10'56" W. (R=South) 495.02 feet to the **Point of Beginning**.

The above-described parcel of land contains 24.95 acres, more or less.

EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being

transferred to the City multiplied by 15.

4. <u>Non-irrigation Company Shares.</u> The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

a. Prepare warranty deed to transfer title to Lehi City

b. Record deed at the Utah County Recorder's Office

c. Transfer title to Lehi City at the State Engineer's Office

d. Deliver recorded deed to Lehi City

Hadco-Pacific Annexation

Aerial

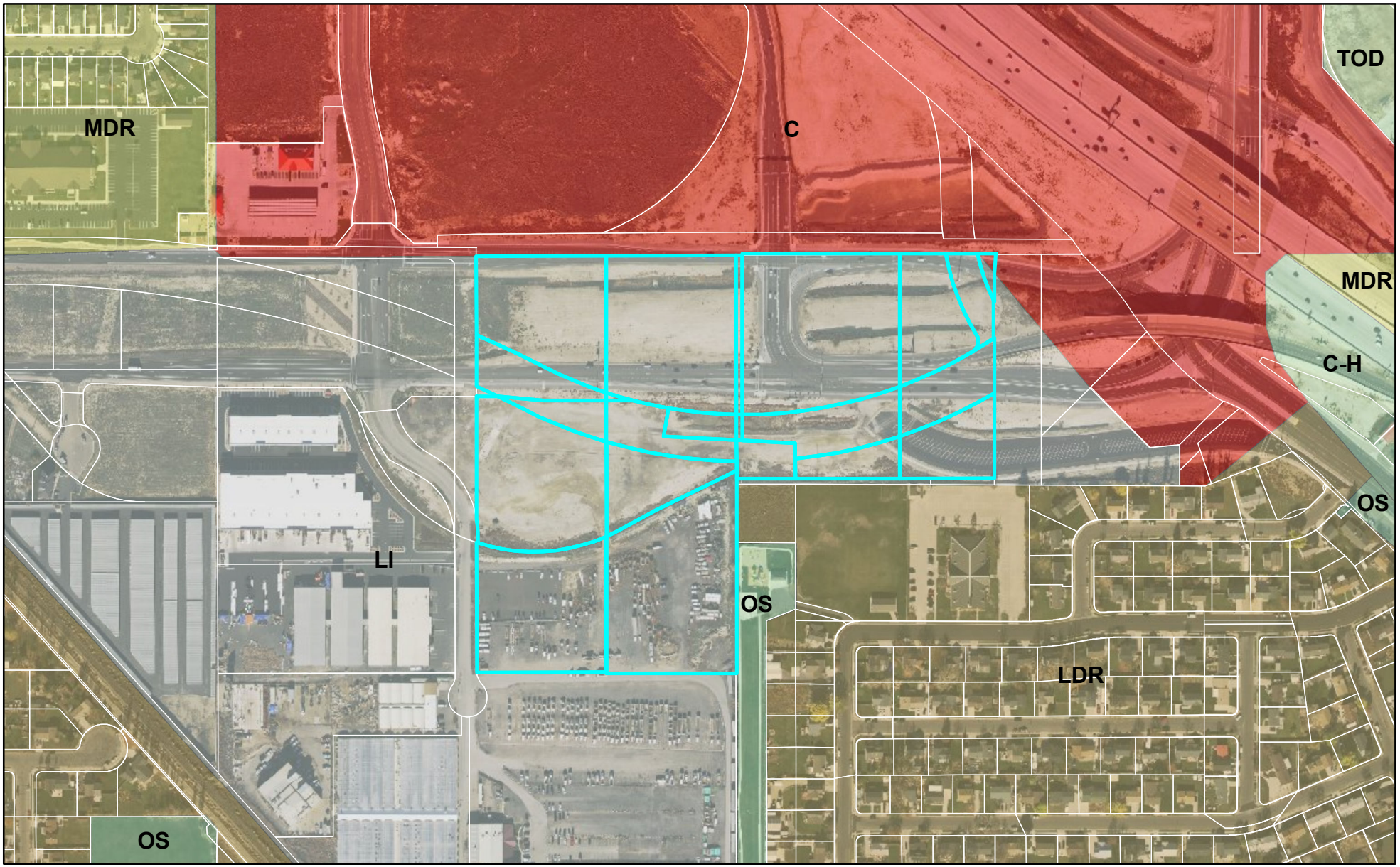


0 425 850 Feet

LEHI CITY

Hadco-Pacific Annexation

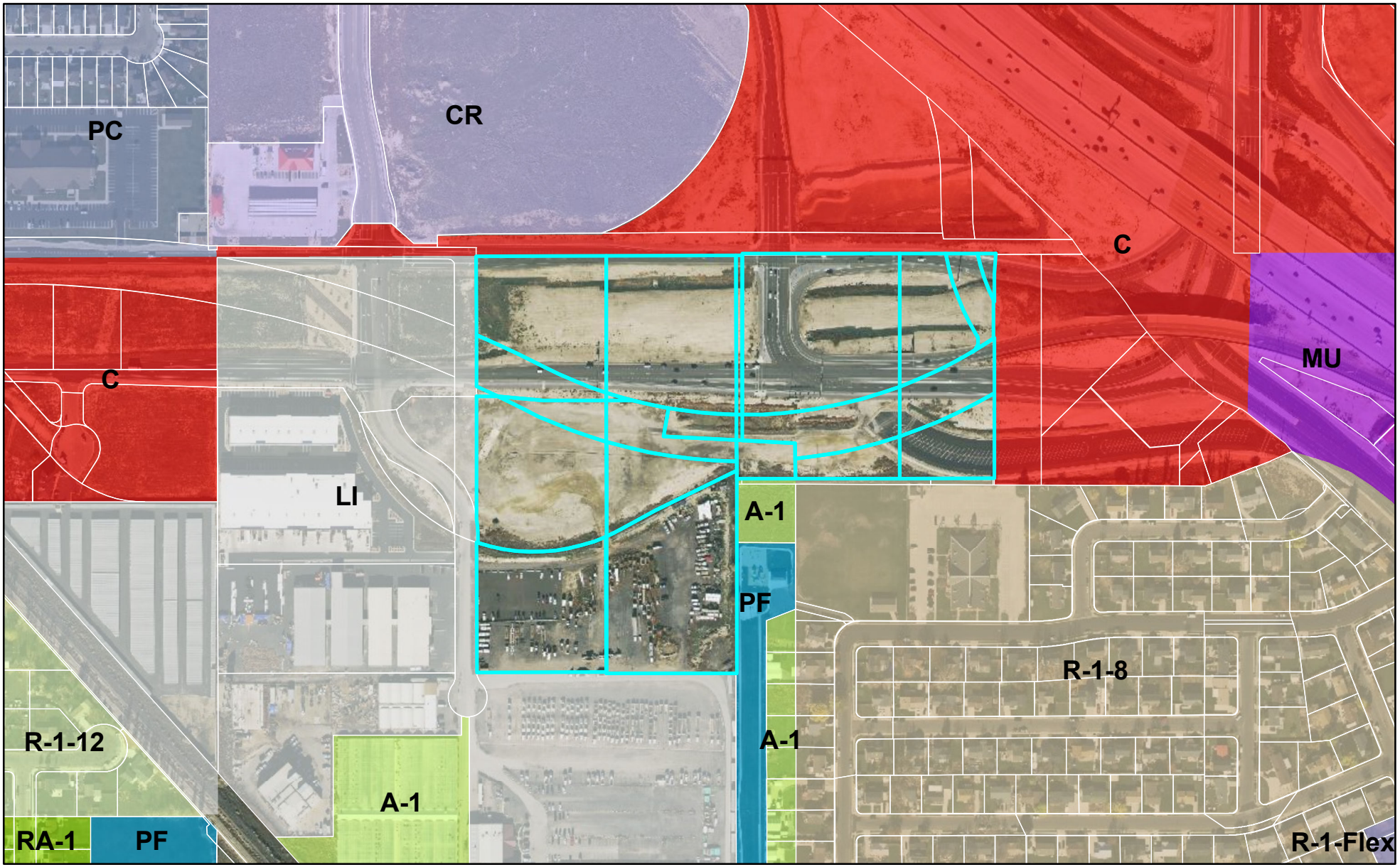
General Plan



LEHI CITY

Hadco-Pacific Annexation

Zoning



0 425 850 Feet

LEHI CITY

JDH Development
Application For Annexation by Petition for JDCO LLC

Owner would like to Annex 7 parcels, approximately 10.63 acres of land into the city of Lehi. Approximate location is 2 2100 North St and N 1450 W. St, Lehi, UT.

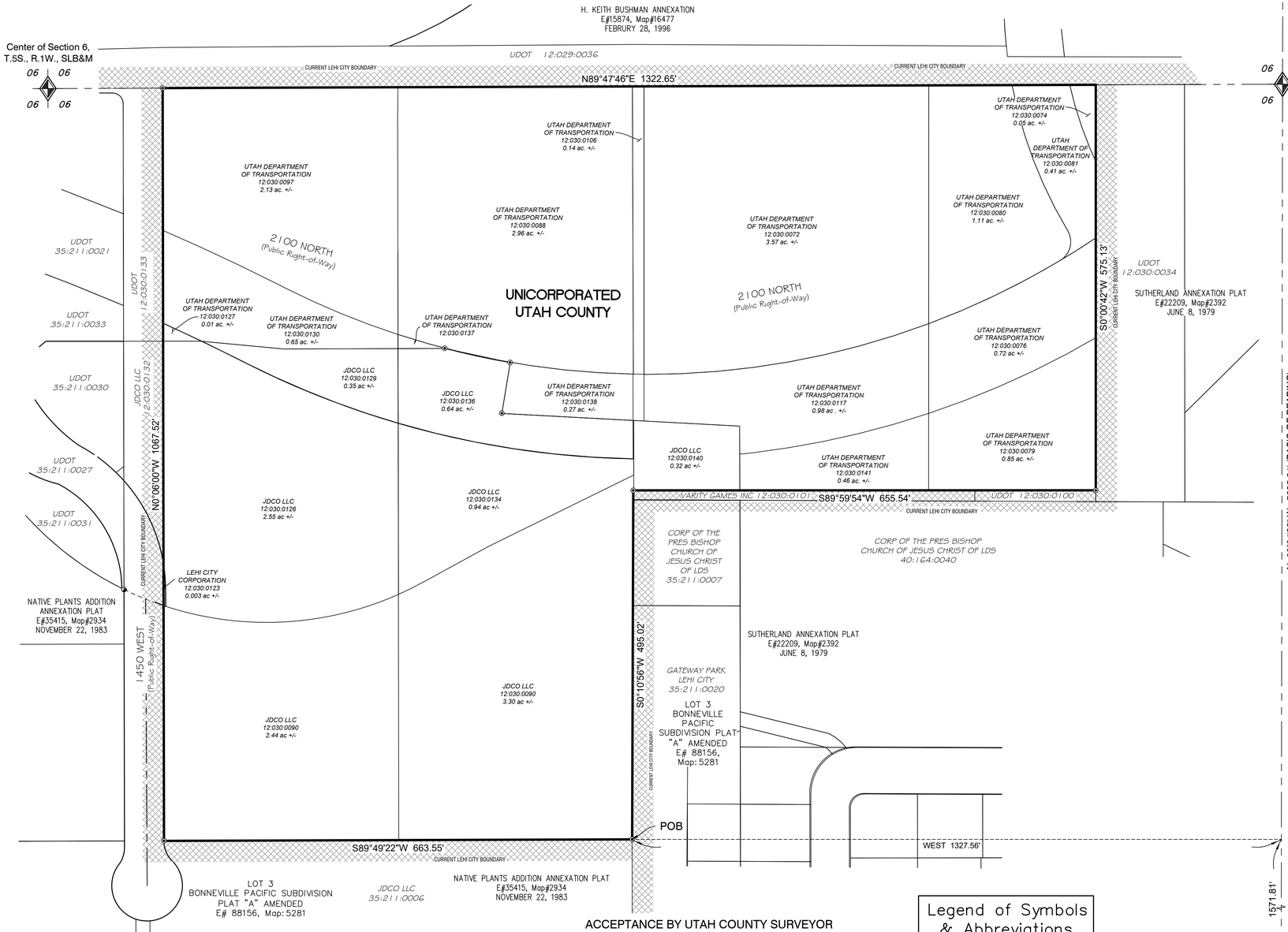
3) Annexation Information Requirements

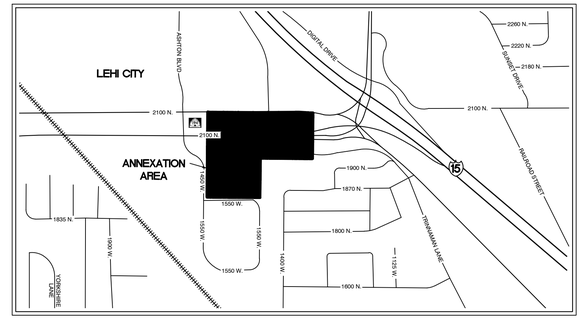
- **a)** Topography is flat, with little to no vegetation. Currently there are parked construction vehicles and asphalt on a portion of the property being annexed.
- **b)** Light Industrial
- **c)** Property would continue to be used as Light Industrial. The proposed development is a new office building for HADCO Construction including asphalt and parking.
- **d)** Light Industrial conforms to Lehi City's General Plan, and industrial buildings are permitted use.
- **e)** We are looking to develop the property in the near future. We are working with our architects and engineers on potential impacts for the City. Including culinary water, wastewater, drainage, fire protection, and waste removal.
- **f)** Water rights should flow with the land. Not necessary for annexation.

2. Final Local Entity Plat - Included

UPDATED PLAT

FINAL LOCAL ENTITY PLAT
HADCO-PACIFIC ANNEXATION
TO LEHI CITY





NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing the following seven (7) JDCO LLC Parcel No.'s 12:030:0 099, 12:030:0090, 12:030:0126, 12:030:0134, 12:030:0129, 12:030:0136, 12:030:0140, and the following fifteen (15) Utah Department of Transportation (UDOT) Parcel No.'s 12:030:0138, 12:030:0130, 12:030:0127, 12:030:0117, 12:030:0141, 12:030:0079, 12:030:0076, 12:030:0074, 12:030:0081, 12:030:0080, 12:030:0072, 12:030:0106, 12:030:0088, 12:030:0137, 12:030:0097 and Lehi City Corporation Parcel No. 12:030:0123 into the corporate limits of Lehi City as depicted hereon. The information shown hereon was compiled from documents of record found in the Office of the Utah County Recorder and does not purport to be based upon an actual survey of the area to be annexed.

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 6, Township 5 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a northeasterly corner the current Lehi City boundary described in that Native Plants Addition Annexation Plat to Lehi City recorded November 22, 1983 as Entry No. 35415, having Map No. 2934 in the Office of the Utah County Recorder, which is 1571.81 feet N. 00°04'38" W. along the Section line and 1327.56 feet West from the Southeast Corner of said Section 6; thence along said current Lehi City boundary the following two (2) courses: 1) S. 89°49'22" W. 663.55 feet (R=S89°48'56" W 650.58); 2) N. 00°06'00" W. (R=N 00°06'26" W) 1067.52 feet to the Quarter Section line and a current Lehi City boundary described in that H. Keith Bushman Annexation to Lehi City recorded February 28, 1996 as Entry No. 15874, having Map No. 6477 in the Office of said Recorder; thence N. 89°47'46" E. (R=N89°47'20"E) 1322.65 feet along said lines to a current Lehi City boundary described in that Sunderland Annexation Plat recorded June 8, 1979 as Entry No. 22209, having Map No. 2392 in the Office of said Recorder; thence along said current Lehi City boundary the following three (3) courses: 1) S. 00°00'42" W. (R=South) 575.13 feet; 2) S. 89°59'54" W. (R=West) 655.54 feet; 3) S. 00°10'56" W. (R=South) 495.02 feet to the **Point of Beginning**.

The above-described parcel of land contains 24.95 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Brian F. Mitchell, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon is a true and correct representation of said Final Local Entity Plat.

Signed this _____ day of _____, 20____

PROFESSIONAL LAND SURVEYOR
03/11/2024
BRIAN FAY MITCHELL
No. 5707871
STATE OF UTAH

PRELIMINARY

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the Lehi City, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of Lehi City, to be known hereafter as the **HADCO-PACIFIC ANNEXATION**.

Dated this _____ day of _____ A.D. 2024.

_____
Mayor

Attest: _____
(Clerk-Recorder)

ACCEPTANCE BY UTAH COUNTY SURVEYOR

This plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity plat, pursuant to Utah County Ann, 17-23-20 as amended.

Dated this _____ day of _____ A.D. 2023.

_____
Utah County Surveyor

Legend of Symbols & Abbreviations

- Annexation Boundary
- Current Lehi City Boundary
- Adjacent Parcel
- Angle Point in Annexation Boundary (Not Marked)
- Section Corner Monument (Not Located)

SHEET 1 / 1

FINAL LOCAL ENTITY PLAT
HADCO-PACIFIC ANNEXATION
TO LEHI CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

PREPARED BY:
CIR CIVIL ENGINEERING + SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

UTAH COUNTY RECORDER

C:\USR\Dropbox\WPData\82170\Work\1 Hadco 1HADD Read\Survey\[WPREAD]\Annexation Plat\Work\Annexation_Plat(2024)[04-04-24].dwg Date: 19D_22204 – 10:27pm

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

CC Staff Report Exchange Business Park Zone Change 07.09.24.docx

Exchange Business Park Zone Change DRC 5.22.2024.docx

Ord 41-2024.docx

Updated Narrative - Exchange Business Park Zone Change.pdf

Exchange Business Park Zone Change - Exhibit.pdf

Aerial map.pdf

General Plan Map.pdf

Zoning Map.pdf

EXCHANGE BUSINESS PARK ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Boyd Brown		
Meeting Date	July 9, 2024		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1500 North 3600 West		
Project Area	1.19 acres		
Existing Zoning	R-3		
Proposed Zoning	Neighborhood Commercial (NC)		
Existing General Plan Land Use Designation	Neighborhood Commercial		
Adjacent Zoning and Land Use	*North*	Neighborhood Commercial	Future Exchange Business Park
	South	R-3	Gardner Point Phase 1 Townhomes
	East	R-3	Gardner Point Phase 1 Townhomes
	West	Public Facility	Fire Station 84
Date of DRC Review	May 22nd, 2024		
Date of Planning Commission Review	June 13th, 2024		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

NEIGHBORHOOD COMMERCIAL (NC)

The Neighborhood Commercial (NC) classification is to allow for smaller-scale retail and service-oriented businesses and can provide basic goods and services to residential areas. Developments within this zone should be designed for a sensitive transition between commercial and residential uses.



APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

The **Neighborhood Commercial (NC) District** is created to provide an area where goods and services are available in close proximity or adjacent to residential areas. The purpose of this zone is to allow for the development of smaller-scale retail and service-oriented businesses that are compatible with the adjacent neighborhoods. Developments within this zone should be designed for a sensitive transition between the Neighborhood Commercial uses and surrounding residential uses. In order to prevent disturbance to neighboring residential areas, businesses operating hours shall be between the hours of 6 AM and 11 PM Sunday through Thursday and 6 AM to 12 AM Friday and Saturday. Structures in this zone are limited in size to a 5,000 square foot footprint unless otherwise approved by the Planning Commission based on a determination that the building meets the intent of this zone.

PROPERTY HISTORY

October 26, 2021 Property recorded as part of the Gardner Point Phase 1 Plat.

May 23rd, 2024 Property was considered and approved by the Lehi City Planning Commission as part of the Exchange Business Park Concept Plan.

REPORT ANALYSIS

The applicant is seeking review and approval of a proposed zone change from R-3 to Neighborhood Commercial (NC) on 1.19 acres located at approximately 1500 North 3600 West. The zone change is consistent with the General Plan. The intent of the Neighborhood Commercial zone is to encourage development of smaller-scale retail and service-oriented businesses that are compatible with adjacent neighborhoods. This zone change is to help facilitate the construction of the Exchange Business Park, a neighborhood-oriented development that was approved for conceptual approval by the Planning Commission on May 23rd, 2024.

There were two comments from the DRC, including:
1. Add a note that the proposed zone is Neighborhood Commercial
2. Add a note that this proposed zone change matches the General Plan Designation of Neighborhood Commercial.

These comments were in regards to the narrative submitted by the applicant, and have since been updated.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on June 13th, 2024. The minutes and motion from this meeting are as follows:

2.2) Public hearing and recommendation of Boyd Brown's request for review of the Exchange Business Park Zone Change on 1.19 acres located at approximately 1500 North 3600 West, changing the zoning from R-3 (high

density residential) to Neighborhood Commercial.
Jacob Curtis presented information on the agenda item.

The applicant, Jake Hone, expressed the team's surprise at the need for rezoning to neighborhood commercial and requested the commissioners' support to proceed with the site plan, and stated he was available for questions.

Vice Commissioner Everett opened the public hearing.

Scott Larsen voiced concerns about increased traffic and the potential for people to cut through their back alleyway if the zoning change to commercial was approved.

Marshall Gary, a leader of Strong Towns Lehi, was excited about nearby commercial development but concerned it might become car-dependent. He advocated for pedestrian-friendly design with parking behind or beside buildings to encourage foot and bicycle traffic, noting a recent accident involving a teen in the area.

Cole Bolton expressed concerns about the impact of the commercial development on property values, safety, and the operational hours of the businesses, particularly given its proximity to his home and a nearby fire station.

Vice Commissioner Everett closed the public hearing.

Commissioner Eyre clarified that the commissioners were focusing solely on a zone change, not the construction plans or concepts. The purpose of the meeting was to align the land use with the general plan. Commissioner Eyre emphasized that the public's concerns had been heard and would be considered in detail during the review of the final site plan.

Vice Commissioner Everett invited Mr. Hone back up to address any comments from the public.

Jake Hone stated the planning department previously shared the potential uses within the neighborhood commercial zone, which generated excitement, particularly regarding dining options, childcare, and small medical services. Feedback was incorporated into the site plan, resulting in improvements such as better walking trails, a plaza area, extended bike trails with green spaces, and additional walking connections to the nearby neighborhood. The goal was to create a walkable area while ensuring the project's feasibility.

Luke Seegmiller clarified questions regarding a traffic study and potential traffic calming measures, noting that while it wasn't directly related to the neighborhood commercial zone change, it was connected to the overall concerns about the development.

> **Motion:** Commissioner Roberts moved to recommend approval of **Boyd Brown's request for review of the Exchange Business Park Zone Change on 1.19 acres located at approximately 1500 North 3600 West, changing the zoning from R-3 (high density residential) to Neighborhood Commercial;** including all DRC comments and findings stated in the report. Commissioner Lockart seconded.

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

Exchange Business Park Commercial Zone Change
DRC Redline Comments

*Boyd Brown- requests review of the **Exchange Business Park Zone Change** from R-3 to Neighborhood Commercial on 1-acre located at 1500 North 3600 West.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, Trent Dyer
Assigned Planner: Katie
Representatives of the Applicant Present: Boyd Brown, Brooke Moore, Jake Hone
Date of Plans Reviewed: 5/9/2024
Time Start: 1:15 PM
Time End: 1:17 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Brad – Engineering: No comments
Kim – Planning:
1. Add note that proposed zone is NC (neighborhood commercial)
2. Add note that this proposed zone change matches the General Plan Designation of Neighborhood Commercial.

Consistency with the elements of the Lehi City General Plan.

This area has a proposed Neighborhood Commercial on the General Plan.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

From the Lehi City General Plan Land Use Element the following goals and policies related to development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.

2. Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

3. Promote variety in commercial spaces, densities, and locations.

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON JUNE 13TH.

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

ORDINANCE NO: 41-2024

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 1500 NORTH 3600 WEST

WHEREAS, Boyd Brown, applicant for property located at approximately 1500 North 3600 West and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as Neighborhood Commercial; and

WHEREAS, following a public hearing on June 13, 2024, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on July 9, 2024, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of June 13, 2024; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the properties described on Exhibit "A" are hereby amended to Neighborhood Commercial.

PART II:

A. If a provision of this Ordinance 41 -2024 conflicts with a provision of a previously

adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 9th day of July 2024.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Legal Description Parcel 40:557:0169

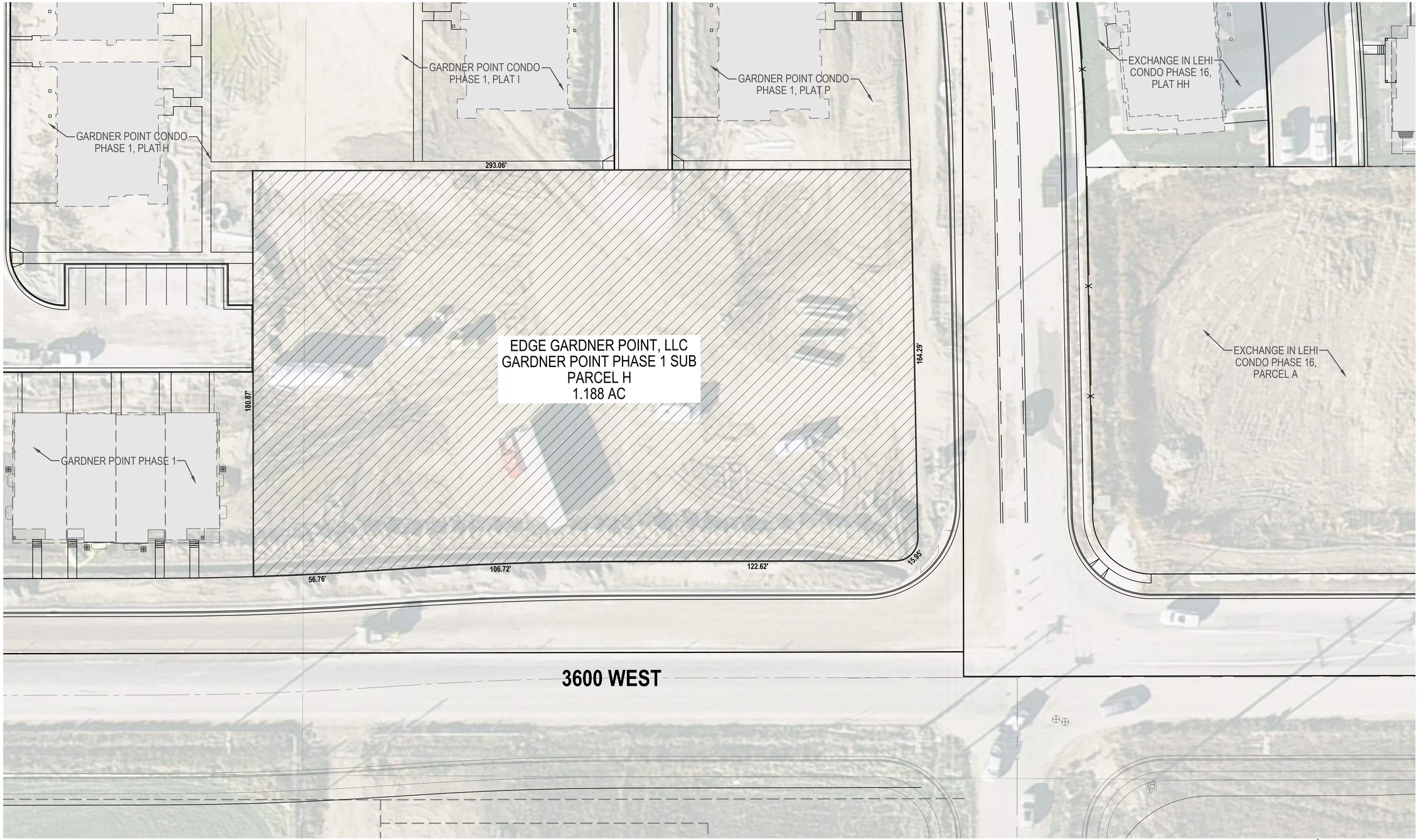
PARCEL H, GARDNER POINT, PHASE 1 PLAT SUB AREA 1.188 AC.

Rezone Narrative

This proposed zone is NC Neighborhood Commercial and matches the General Plan Designation of Neighborhood Commercial. The zone change is needed because the lots are planned to be neighborhood commercial along 3600 W and will bring retail users to service the surrounding residential communities.
The zone change won't be detrimental to the surrounding areas, it will be a very beneficial commercial aspect. We plan to include a trail throughout the business park that creates walkable access from the Exchange residents and encourages pedestrians and bike from surrounding areas that ties into the River Park.

Rezone Narrative

The zone change is needed because the lots are planned to be neighborhood commercial along 3600 W and will bring retail users to service the surrounding residential communities.
it won’t be detrimental to the surrounding areas, It will be a very beneficial commercial aspect.
We plan to include a trail throughout the business park that creates walkable access from the Exchange residents and encourages pedestrians and bike from surrounding areas that ties into the River Park.



BOUNDARY DESCRIPTION

All of Parcel H of Gardner Point Phase 1 Plat Subdivision, recorded October 26, 2021 as Entry No. 181641:2021 and Map Filing No. 17977 in the Office of the Utah County Recorder.
Contains 51,790 Sq.Ft. or 1.189 Acres

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ. 1 inch = 20 ft.

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
BOYD BROWN TEAM
1245 E BRICKYARD RD, STE 500
SALT LAKE CITY, UT 84106

CONTACT:
BROOKE MOORE
PHONE: 808.292.4634

EXCHANGE LEHI COMMERCIAL

1500 NORTH 3600 WEST
LEHI, UTAH

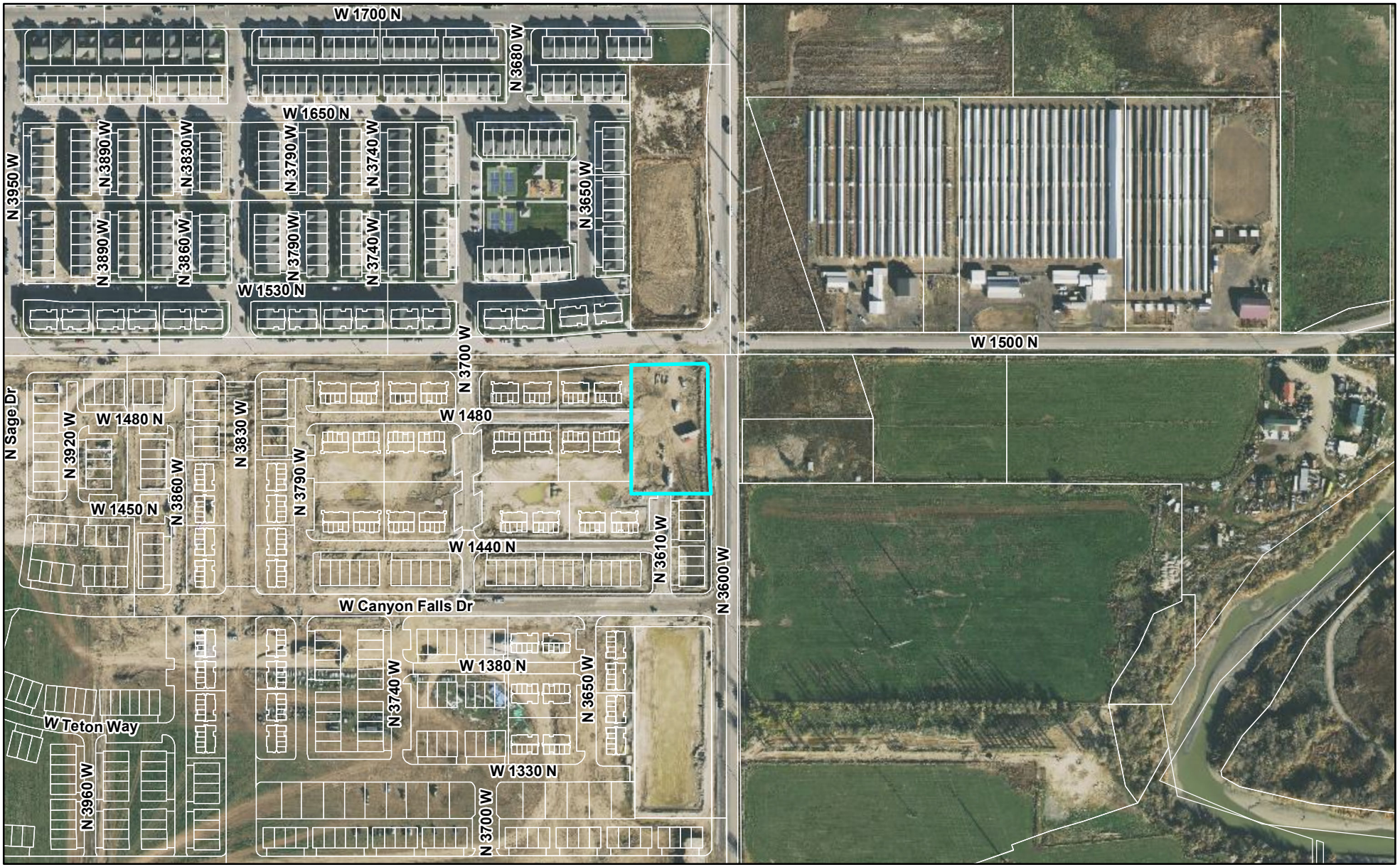
REZONING EXHIBIT

PROJECT NUMBER 6393PP
PRINT DATE 2024-05-08
PROJECT MANAGER JKF
DESIGNED BY KFW

1 OF 1

Exchange Business Park Zone Change

Aerial Map

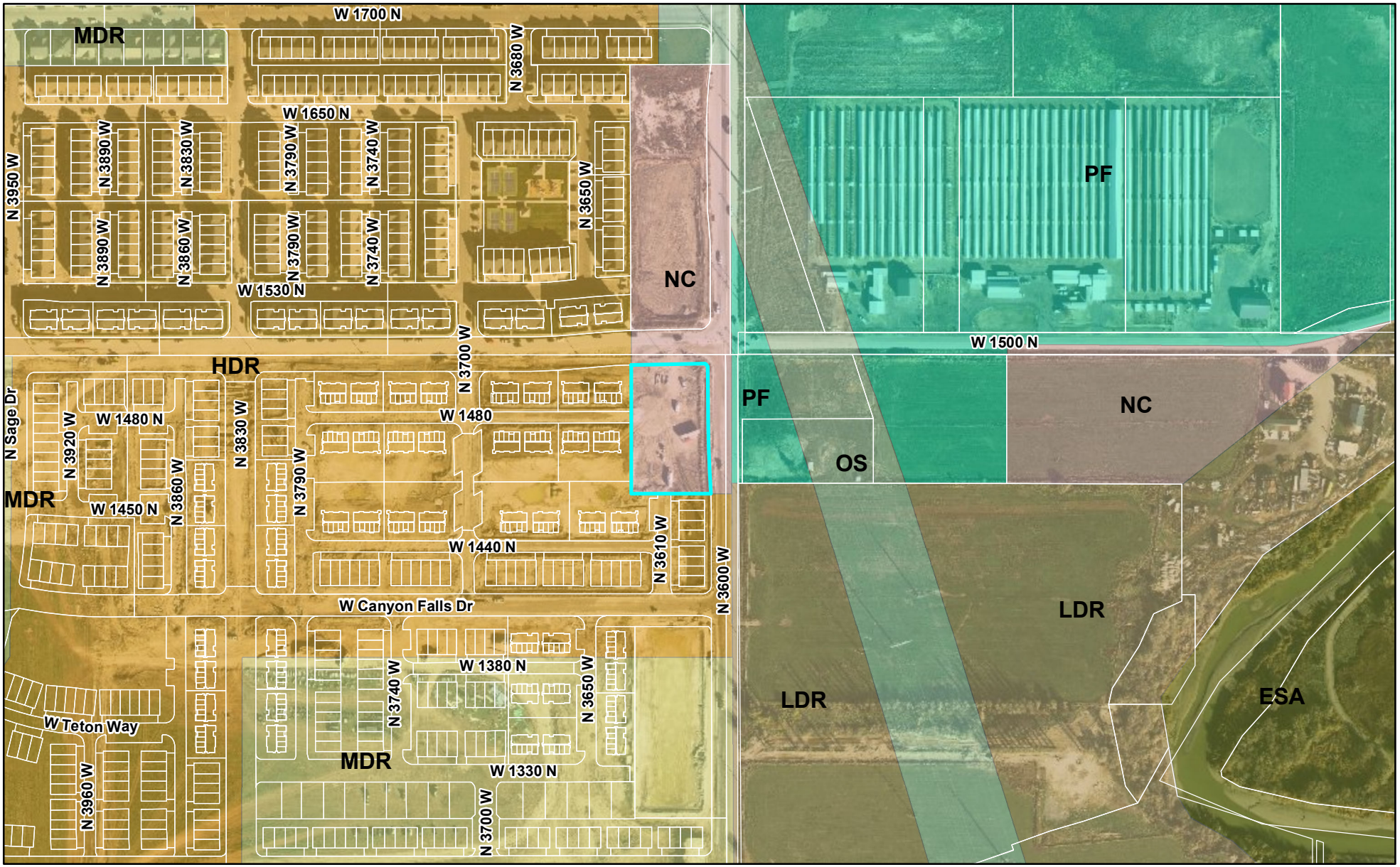


0 375 750 Feet

LEHI CITY

Exchange Business Park Zone Change

General Plan Map

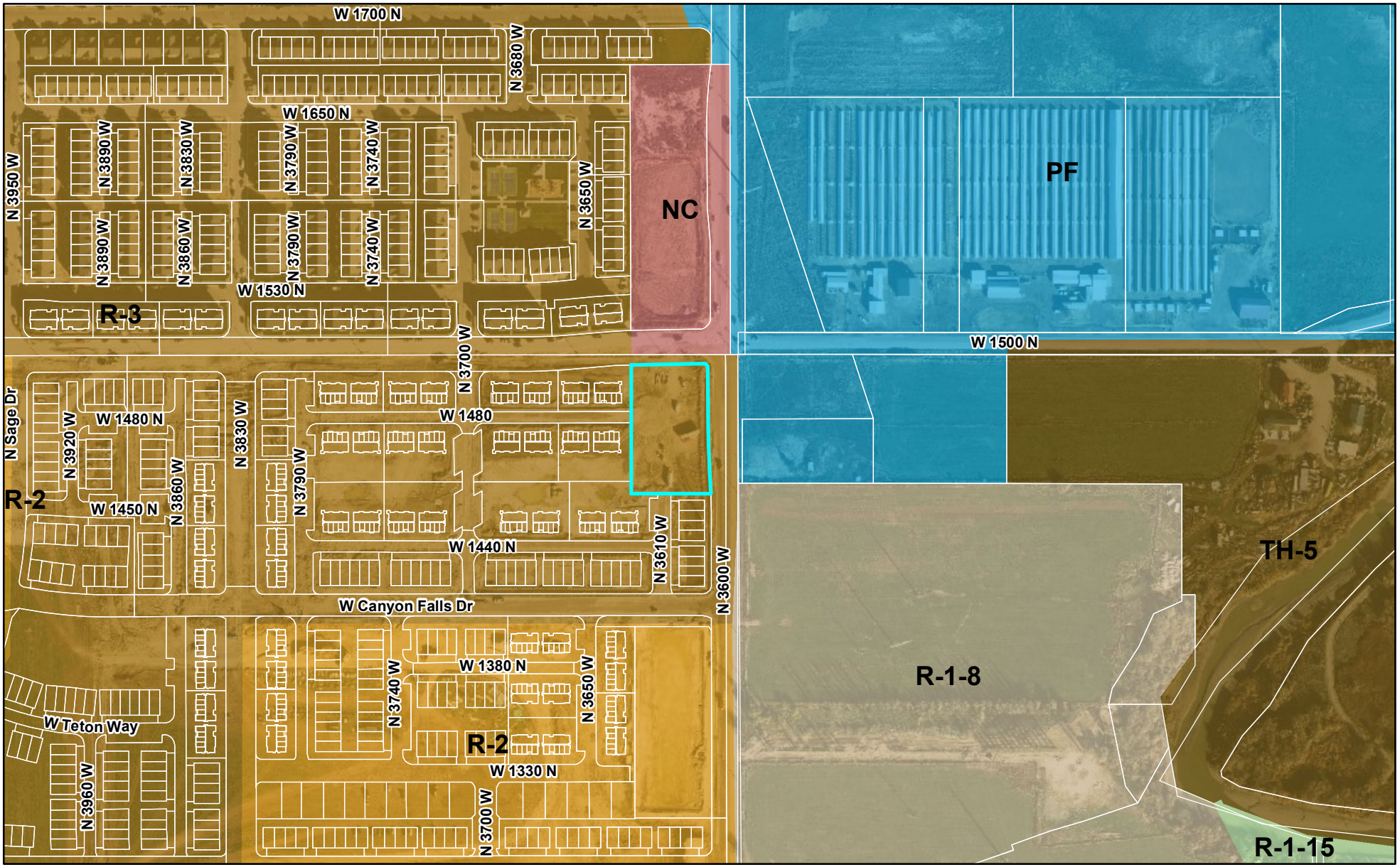


0 375 750 Feet

LEHI CITY

Exchange Business Park Zone Change

Zoning Map



0 375 750 Feet

LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

CC Staff Report Holbrook Industrial Building 5 Grading Permit 07.09.24.docx

Holbrook Industrial Building 5 Grading Permit DRC 5.29.2024.docx

Holbrook Industrial Building 5 Grading Permit - Narrative, plans 05.29.24.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

HOLBROOK INDUSRIAL BUILDNG 5 GRADING PERMIT

CITY COUNCIL REPORT

Applicant	Boyer Company		
Meeting Date	July 9, 2024		
Requested Action/Purpose	Approval of a grading permit		
Location	Southwest corner of Hudson Way and Redwood Road		
Project Area	Approximately 15 acres		
Existing Zoning	Planned Community (PC)		
General Plan Land Use Designation	Heavy Commercial (C-H)		
Existing Land Use	Vacant		
Adjacent Zoning and Land Use	*North*	PC	Holbrook Industrial Building 4
	South	Commercial	Mountain View Corridor
	East	PC	Vacant
	West	Saratoga Springs	Mountain View Corridor
Date of DRC Review	May 29th, 2024		
Date of Planning Commission Review	June 13, 2024		
Assigned Planner	Katie Bussell		

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

August 8, 2017 Holbrook Farms Area Plan Amendment was approved by Lehi City Council.

June 8th, 2023 Site plan received approval by the Lehi Planning Commission.

REPORT ANALYSIS

The applicant requests review and approval of the proposed Holbrook Industrial Building 5 Grading permit located at the southwest corner of Hudson Way and Redwood Road.

The applicant has received approval on a site plan for the overall site on June 8th, 2023 from the Planning Commission. A grading permit is now being requested by the applicant. The applicant's narrative states that the grading requires a cut of 118,026 bank cubic yards and fill of 124,219 loose cubic yards, leaving a net of 6,193 cubic yards of soil. The material will be transported off site at a rate of about 16 truck loads a day with a projected completion date three months after the start date. A haul route plan and re-vegetation plan was included in the submitted approximately 1.2 million cubic yards and will be moved to a different location on site.

The DRC had six redline comments, including:
1. Indicate minimum slope of perforated drain pipe placed at base of drainage gravel and chimney drain.
2. Provide seed mix design for proposed Meadow Grass Seed, including application rates, etc.
3. Erosion control matting or hydroseeding to keep slopes stabilized while cut/fill areas become established.

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposal is not in a sensitive lands area, as defined by Sections 12.060 (J) (K) of the Lehi City Development Code.
2. Other findings based upon information presented during the Planning Commission approval.

APPLICABLE DEVELOPMENT CODE REGULATIONS

The Planning Commission reviewed the proposed grading permit on June 13th, 2024. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Boyer Company's request for review of a grading permit for Holbrook Industrial Building 5, on 17.6-acres located at approximately Redwood Road and 2100 North.
Jacob Curtis presented information on the item.

The applicant, Travis Benson, clarified plans to import structural fill for site elevation and compliance with site planning and utility requirements.

Commissioners queried mitigation controls and logistics, concluding discussions on project details and environmental compliance.

Vice Commissioner Everett opened the public comment.

Vice Commissioner Everett closed the public comment.

> **Motion:** Commissioner Eyre moved to approve **Boyer Company's request for review of a grading permit for Holbrook Industrial Building 5, on 17.6-acres located at approximately Redwood Road and 2100 North** including all DRC comments and findings stated in the report**.** Commissioner Kunze seconded.
>
> **Vote:** Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Kunze, yes; Commissioner Lockhart, yes; Commissioner Roberts, yes. The motion passed unanimously.

Holbrook Industrial Building 5
DRC Redline Comments

*Boyer- requests review of a grading permit for **Holbrook Industrial Building 5**, on 17.6-acres located at approximately Redwood Road and 2100 North.*

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Kaitlyn Jones, Travis Benson
Date of Plans Reviewed: 5/21/2024
Time Start: 1:05 PM
Time End: 1:10 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary – Building/Inspections:
1. Retaining walls will require a building permit.

Shelbey – Public Works: No comments.
Brad – Engineering:
2. Indicate minimum slope of perforated drain pipe placed at base of drainage gravel and chimney drain - sheet 7 of Keystone Retaining Wall Details
3. Indicate minimum slope of perforated drain pipe placed at base of drainage gravel (typ.) - Sheets 4-6 of Keystone Retaining Wall Details
4. Provide seed mix design for proposed Meadow Grass Seed, including application rates, etc. - Sheet C3.0
5. Erosion control matting or hydroseeding, etc. to keep slopes stabilized while cut/fill areas become established (slopes appear to be between 2:1 & 3:1)
6. Label all proposed cut/fill grading slopes (typ.) - All grading plan sheets

Luke- Traffic: No comments.
Kim – Planning: No comments.

PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)
PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Stefanie Daggs- Sdaggs@lehi-ut.gov or 385-201-2523)
2. 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. Incomplete landscaping and/or irrigation plans may require additional comments to be addressed as part of the check-off process.
4. Surveyor's and engineer's stamps on construction drawings.
5. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (Submit to lehicitystormwater@gmail.com).
6. Schedule a SWPPP inspection through Daniel Hadlock at (801) 836-3523 or Greg Soper at (385) 415-4073). This should be the last item completed prior to scheduling a preconstruction meeting.
7. Address comments from Planning Commission approval.
8. 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.

DRC GENERAL COMMENTS:

1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle 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.

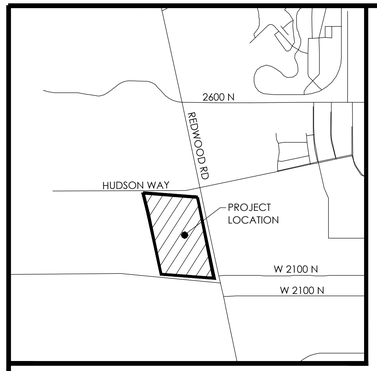
THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON JUNE 13TH.

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.

ALTA/NSPS LAND TITLE SURVEY

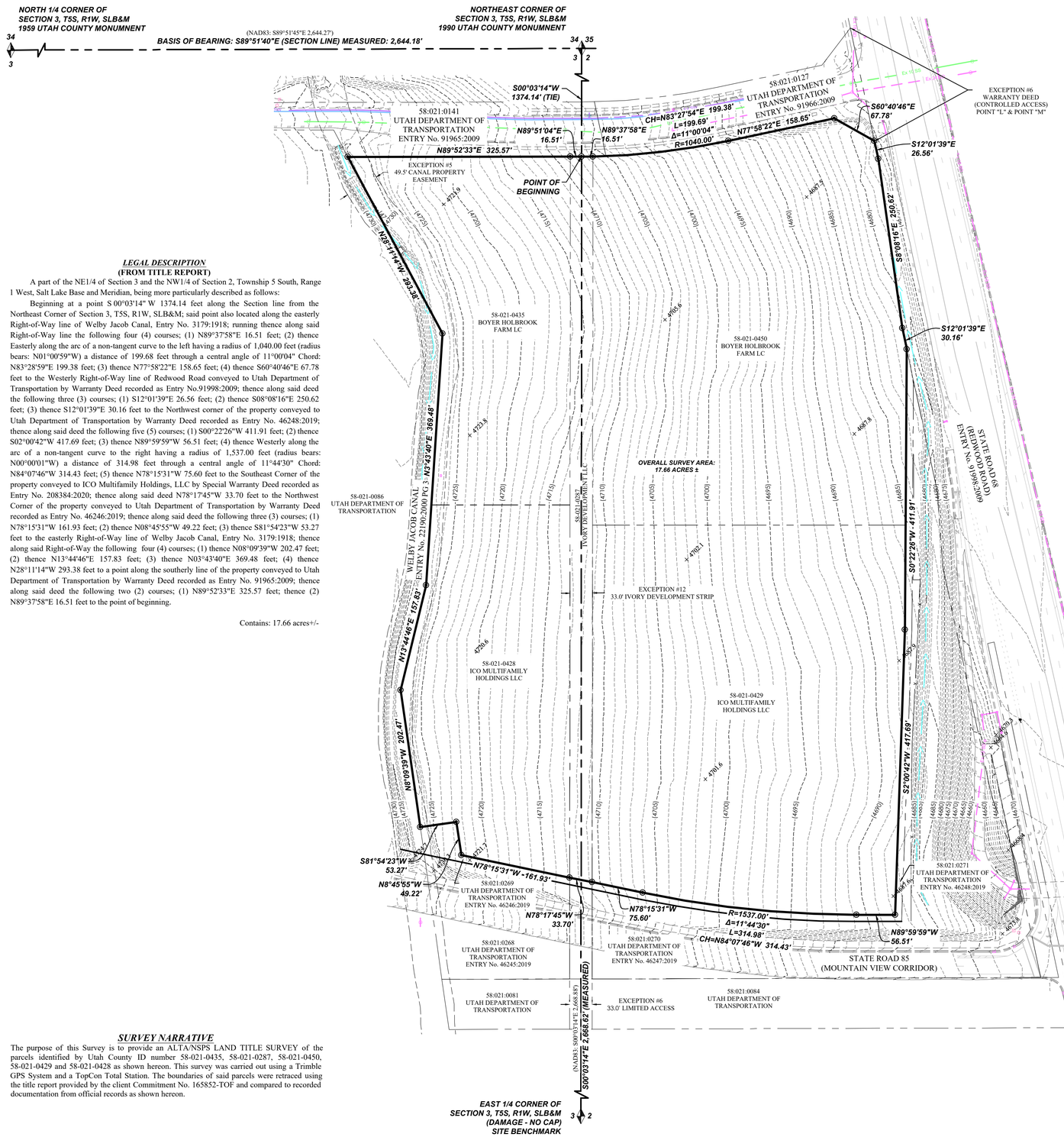
NE1/4 OF SECTION 3 & NW1/4 OF SECTION 2, T5S, R1W, SLB&M

LEHI CITY, UTAH COUNTY, UTAH



VICINITY MAP

N.T.S



SCHEDULE B-II EXCEPTIONS (TITLE REPORT 165663-CAF)

Exceptions #1-4
Contain no plottable descriptions.

Exception #5
Welby Jacob Water Users Company Notice of Interest in Canal Property Easement, dated March 9, 2000 and recorded March 21, 2000 as Entry No. 22190:2000.
Survey Findings: 49.5' Canal Easement shown hereon.

Exception #6
Access is limited to those openings permitted by the State of Utah as evidenced by Warranty Deed recorded August 21, 2009 as Entry No. 91966:2009; Warranty Deed recorded August 21, 2009 as Entry No. 91967:2009; Warranty Deed recorded August 21, 2009 as Entry No. 91968:2009; Warranty Deed recorded August 21, 2009 as Entry No. 91969:2009; Quit Claim Deed recorded May 9, 2018 as Entry No. 43314:2018 and Special Warranty Deed recorded May 24, 2019 as Entry No. 46245:2019.
Survey Findings: Accesses shown hereon.

Exception #7
Ordinance No. 07-08-08.31 Approving the Annexation of the Holbrook 1 Annexation to Lehi City, dated July 8, 2008 and recorded September 16, 2008 as Entry No. 102205:2008.
Survey Findings: Surveyed property lies within land described in the exception document.

Exception #8
Holbrook 1 Annexation Agreement by and between Lehi City Corporation, a municipal corporation of the State of Utah and Holbrook Farms LC, dated September 9, 2008 and recorded September 16, 2008 as Entry No. 102206:2008.
Survey Findings: Surveyed property lies within land described in the exception document.

Exception #9
Holbrook 1 Annexation Agreement by and between Lehi City, a Utah municipal corporation; Anderson Lehi LLC, a Utah limited liability company and River Jordan, LLC, a Utah limited liability company, dated September 9, 2008 and recorded September 16, 2008 as Entry No. 102207:2008.
Survey Findings: Surveyed property lies within land described in the exception document.

Exception #10
Ordinance No. 55-2015 Approving and Adopting the Holbrook Farms Area Plan for Property Located at Approximately 2100 North and 3600 West, recorded May 23, 2016 as Entry No. 45296:2016.
Survey Findings: Surveyed property lies within land described in the exception document.

Exception #11
Ordinance No. 03-2016 Approving a Zone District Designation Amendment and Zoning District Map Amendment for Property Located at Approximately 2100 North and 3600 West, recorded May 4, 2017 as Entry No. 43340:2017.
Survey Findings: Surveyed property lies within land described in the exception document.

Exception #12
Any right, title, or interest of Ivory Land Corporation, a Utah corporation, as disclosed by that certain Special Warranty Deed recorded December 28, 2020 as Entry No. 207272:2020.

NOTE: The signature block of said Special Warranty Deed appears to be erroneous.
Survey Findings: Ivory Development Strip shown hereon.

LEGAL DESCRIPTION (FROM TITLE REPORT)

A part of the NE1/4 of Section 3 and the NW1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point S 00°03'14" W 1374.14 feet along the Section line from the Northeast Corner of Section 3, T5S, R1W, SLB&M; said point also located along the easterly Right-of-Way line of Welby Jacob Canal, Entry No. 3179:1918; running thence along said Right-of-Way line the following four (4) courses: (1) N89°37'58"E 16.51 feet; (2) thence Easterly along the arc of a non-tangent curve to the left having a radius of 1,040.00 feet (radius bears: N01°00'59"W) a distance of 199.68 feet through a central angle of 11°00'04" Chord: N83°28'59"E 199.38 feet; (3) thence N77°58'22"E 158.65 feet; (4) thence S60°40'46"E 67.78 feet to the Westerly Right-of-Way line of Redwood Road conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No.91998:2009; thence along said deed the following three (3) courses; (1) S12°01'39"E 26.56 feet; (2) thence S08°08'16"E 250.62 feet; (3) thence S12°01'39"E 30.16 feet to the Northwest corner of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 46248:2019; thence along said deed the following five (5) courses; (1) S00°22'26"W 411.91 feet; (2) thence S02°00'42"W 417.69 feet; (3) thence N89°59'59"W 56.51 feet; (4) thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,537.00 feet (radius bears: N00°00'01"W) a distance of 314.98 feet through a central angle of 11°44'30" Chord: N84°07'46"W 314.43 feet; (5) thence N78°15'31"W 75.60 feet to the Southeast Corner of the property conveyed to ICO Multifamily Holdings, LLC by Special Warranty Deed recorded as Entry No. 208384:2020; thence along said deed N78°17'45"W 33.70 feet to the Northwest Corner of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 46246:2019; thence along said deed the following three (3) courses; (1) N78°15'31"W 161.93 feet; (2) thence N08°45'55"W 49.22 feet; (3) thence S81°54'23"W 53.27 feet to the easterly Right-of-Way line of Welby Jacob Canal, Entry No. 3179:1918; thence along said Right-of-Way the following four (4) courses; (1) thence N08°09'39"W 202.47 feet; (2) thence N13°44'46"E 157.83 feet; (3) thence N03°43'40"E 369.48 feet; (4) thence N28°11'14"W 293.38 feet to a point along the southerly line of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 91965:2009; thence along said deed the following two (2) courses; (1) N89°52'33"E 325.57 feet; thence (2) N89°37'58"E 16.51 feet to the point of beginning.

Contains: 17.66 acres+/-

SURVEY NARRATIVE

The purpose of this Survey is to provide an ALTA/NSPS LAND TITLE SURVEY of the parcels identified by Utah County ID number 58-021-0435, 58-021-0287, 58-021-0450, 58-021-0429 and 58-021-0428 as shown hereon. This survey was carried out using a Trimble GPS System and a TopCon Total Station. The boundaries of said parcels were retraced using the title report provided by the client Commitment No. 165852-TOF and compared to recorded documentation from official records as shown hereon.

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- (XXXX) EXIST. CONTOUR MAJOR
- (XXXX) EXIST. CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex SW EXIST. SECONDARY WATER
- Ex IRR EXIST. IRRIGATION
- Ex GAS EXIST. NATURAL GAS
- Ex COMM EXIST. COMMUNICATIONS
- OHP EXIST. OVERHEAD POWER
- UGP EXIST. UNDERGROUND POWER
- X EXIST. FENCE
- EXIST. IRRIGATION DITCH FLOWLINE
- EXIST. CONCRETE, CURB & GUTTER, SIDEWALK
- EXIST. EDGE OF ASPHALT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- BOUNDARY MARKER
- Ex SD EXIST. SD INLET, MANHOLE & COMBO BOX
- EXIST. SEWER MANHOLE
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. IRRIGATION BOX
- EXIST. GAS VALVE & GAS METER
- EXIST. STREET LIGHT
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX

N

S

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

NOTES

1. The purpose of this Survey is to provide an ALTA/NSPS Survey & Certificate for the parcel graphically depicted and described hereon.
2. A Title Commitment prepared by Cottonwood Title Insurance Agency, Inc., Salt Lake City, Utah, File Number: 165852-TOF, Effective Date: January 23, 2023 was utilized in the preparation of this Survey. Focus Engineering & Surveying, LLC is entitled to rely on the accuracy of these documents, and is not liable for errors and omissions based on their reliance thereof. Unless noted otherwise, all record parcels and title exceptions noted on this Survey are referenced from said documents.
3. The Basis of Bearing for this Survey is S89°51'40"E along the Section line between the North 1/4 Corner and the Northeast Corner of Section 3, Township 5 South, Range 1 West, Salt Lake Base & Meridian. All deeds and plats of record have been rotated to match the aforementioned basis of bearing, or to other Section/monument lines relative to said basis of bearing per measured lines shown hereon.
4. Vertical data (contours and spot elevations) shown hereon is based on the NGVD29 elevation of 4532.68 feet published by the Utah County Surveyor on the East 1/4 Corner of Section 3, T5S, R1W, S.L.B&M.
5. #5 rebar & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
6. This drawing, its design, and invention thereof, is the property of Focus Engineering & Surveying, LLC, and is submitted to, for the exclusive use of, the parties referenced in the Surveyor's Certificate shown hereon. Only signed and sealed copies authorized by the Surveyor, or certified copies obtained from the Office of the County Surveyor may be used as the official work of the Surveyor.
7. Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions.
8. With regard to locations of utilities on or serving the surveyed property, source information from plans and markings were combined with observed evidence of utilities to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
9. Survey responses to Table "A" (Optional Survey Responsibilities and Specifications):
   a. Item 1: Survey monuments found or set shown hereon.
   b. Item 2: No address was disclosed or observed.
   c. Item 3: Surveyed property shown hereon lie within unshaded Zone X (Areas determined to be outside the 0.2% annual chance floodplain.) according to FEMA (Federal Emergency Management Agency) FIRM (Flood Insurance Rate Map) Map #49049C0145F, Effective Date: June 19, 2020.
   d. Item 4: Gross land area 17.66 acres+/-.
   e. Item 6(a): No zoning report provided.
   f. Item 6(b): No zoning report provided.
   g. Item 8: Substantial features observed shown hereon.
   h. Item 9: No striped parking observed.
   i. Item 10: No party walls observed.
   j. Item 11(a): Locations of visible utilities, as well as those represented on maps provided by Lehi City and other utility companies are shown hereon. (See Note #8.
   k. Item 13: Names of adjoining owners shown hereon.
   l. Item 16: No evidence of recent earth moving work, building construction, or building additions was observed.
   m. Item 18: No wetland delineation markers were observed.
10. The following documents were reviewed and/or utilized in the preparation of this Survey:
    a. Section Corner Tie Sheet, prepared by the Utah County Surveyors Office, obtained during the preparation of this survey.
    b. Area Reference Plat, Township 2 South, Range 1 East, Utah County Surveyor, 10-08-92.
    c. Special Warranty Deed, Entry No. 92722:2020 PG 1-8, Dated: 07-01-2020.
    d. Special Warranty Deed, Entry No. 92887:2020, PG 1-6, Dated: 07-01-2020.
    e. Special Warranty Deed, Entry No. 208384:2020, PG 1-2, Dated: 12-29-2020.
    f. Special Warranty Deed, Entry No. 46247:2019, PG 1-5, Dated: 05-24-19.
    g. Warranty Deed, Entry No. 91965:2009, PG 1-2, Dated: 08-21-09.
    h. Warranty Deed, Entry No. 20761:2018, PG 1-4, Dated: 03-02-18.
    i. Holbrook Industrial Subdivision Phase 2, recorded as #61716:2022, Dated: 05-20-22.
    j. Focus Engineering & Surveying, filed as #S21-477, Dated: 12-20-21.
    k. Bingham Engineering, filed as #S05-145-1, Dated: 06-01-04.
    l. UDOT Easement, Entry No. 46246:2019, PG 1-5, Dated: 05-24-19.
    m. UDOT Easement, Entry No. 46248:2019, PG 1-5, Dated: 05-24-19.
    n. UDOT Right of Entry and Occupancy Agreement, Entry No. 61813:2018, PG 1-34, Dated: 07-02-18

SURVEYOR'S CERTIFICATE

To: ICO Multifamily Holdings, LLC, a Utah limited liability company; Boyer Holbrook Farm, L.C., a Utah limited liability company; Ivory Development, LLC, a Utah limited liability company; Cottonwood Title Insurance Agency, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 6(b), 8, 11, 13, 16 & 18 of Table A thereof. The field work was completed on November 4, 2022.

Justin Lundberg
Professional Land Surveyor
Certificate No. 12554439

02/27/23
Date of Map

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-4075
www.focusutah.com

PROFESSIONAL LAND SURVEYOR
02/27/23
No. 12554439
JUSTIN LUNDBERG
STATE OF UTAH

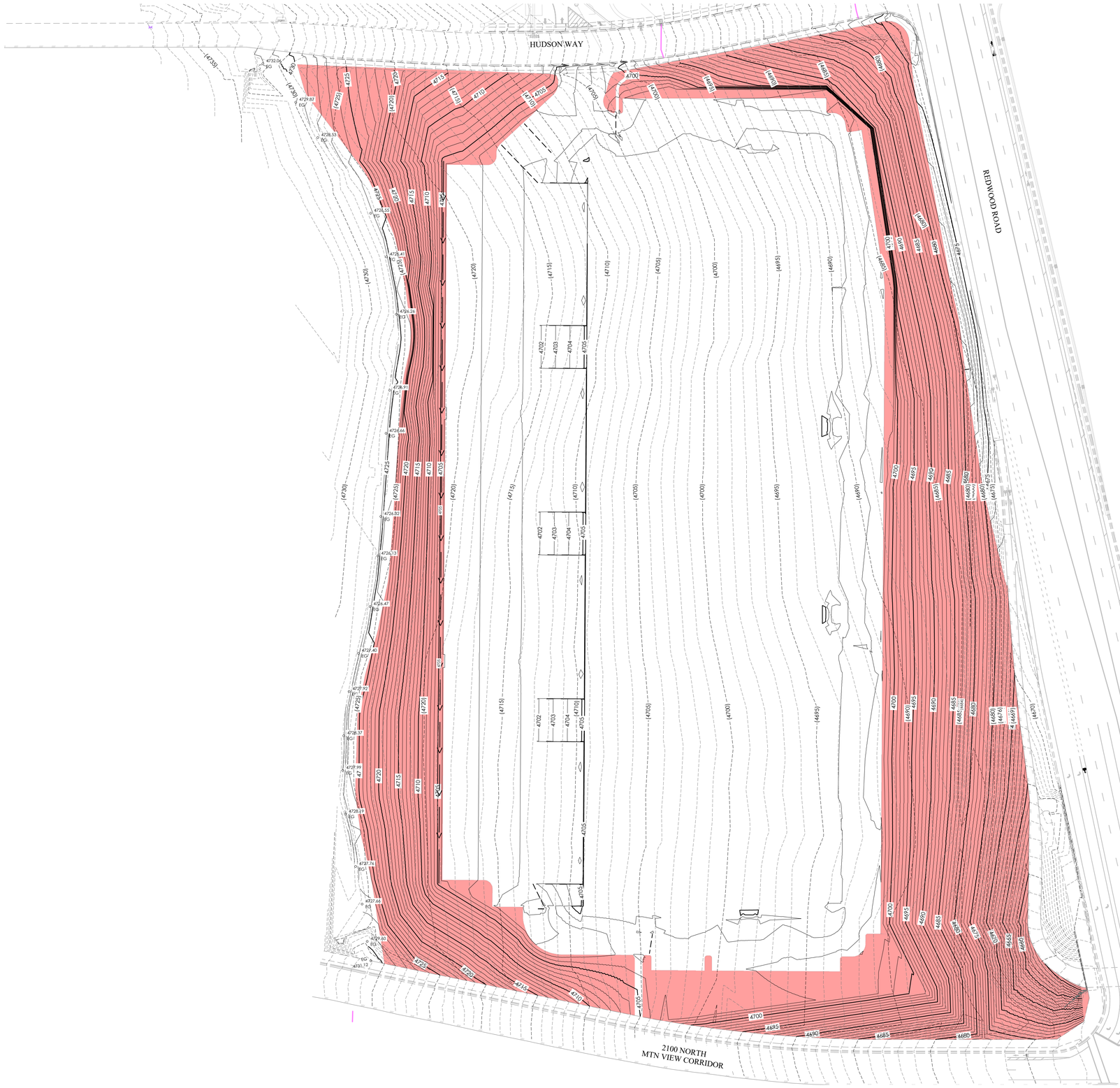
ALTA/NSPS LAND TITLE SURVEY

NE1/4 OF SECTION 3 & NW1/4 OF SECTION 2, T5S, R1W, SLB&M
LEHI CITY, UTAH COUNTY, UTAH
PROPERTY OF: AS SHOWN HEREON
PREPARED FOR: THE BOYER COMPANY

REVISION BLOCK		
#	DATE	DESCRIPTION
1	#####	
2	#####	
3	#####	
4	#####	
5	#####	
6	#####	

Drawn: MJT	Checked: JDL
Scale: 1"=80'	Job #: 22-0312
Date: 02/27/2023	
Sheet: 1 OF 1	

Z:_2022\22-0312 Holbrook Industrial Bldg 3\design 22-0312\dwg\ALTA\22-0312 ALTA.dwg



LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- (XXXX) EXIST. CONTOUR MAJOR
- (XXXX) EXIST. CONTOUR MINOR
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex SW EXIST. SECONDARY WATER
- Ex IRR EXIST. IRRIGATION
- Ex GAS EXIST. NATURAL GAS
- Ex COMM. EXIST. COMMUNICATIONS
- OHP EXIST. OVERHEAD POWER
- UGP EXIST. UNDERGROUND POWER
- X EXIST. FENCE
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- EXIST. FIRE HYDRANT
- IRR EXIST. IRRIGATION BOX
- GAS EXIST. GAS VALVE & GAS METER
- EXIST. STREET LIGHT
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX
- EXIST. COMMUNICATIONS BOX

MEADOW GRASS SEED MIX (NON-IRRIGATED)

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

811 Know what's below. Call 811 before you dig.

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

HOLBROOK INDUSTRIAL BUILDING 5

LEHI, UTAH

REVEGITATION PLAN

REVISION BLOCK

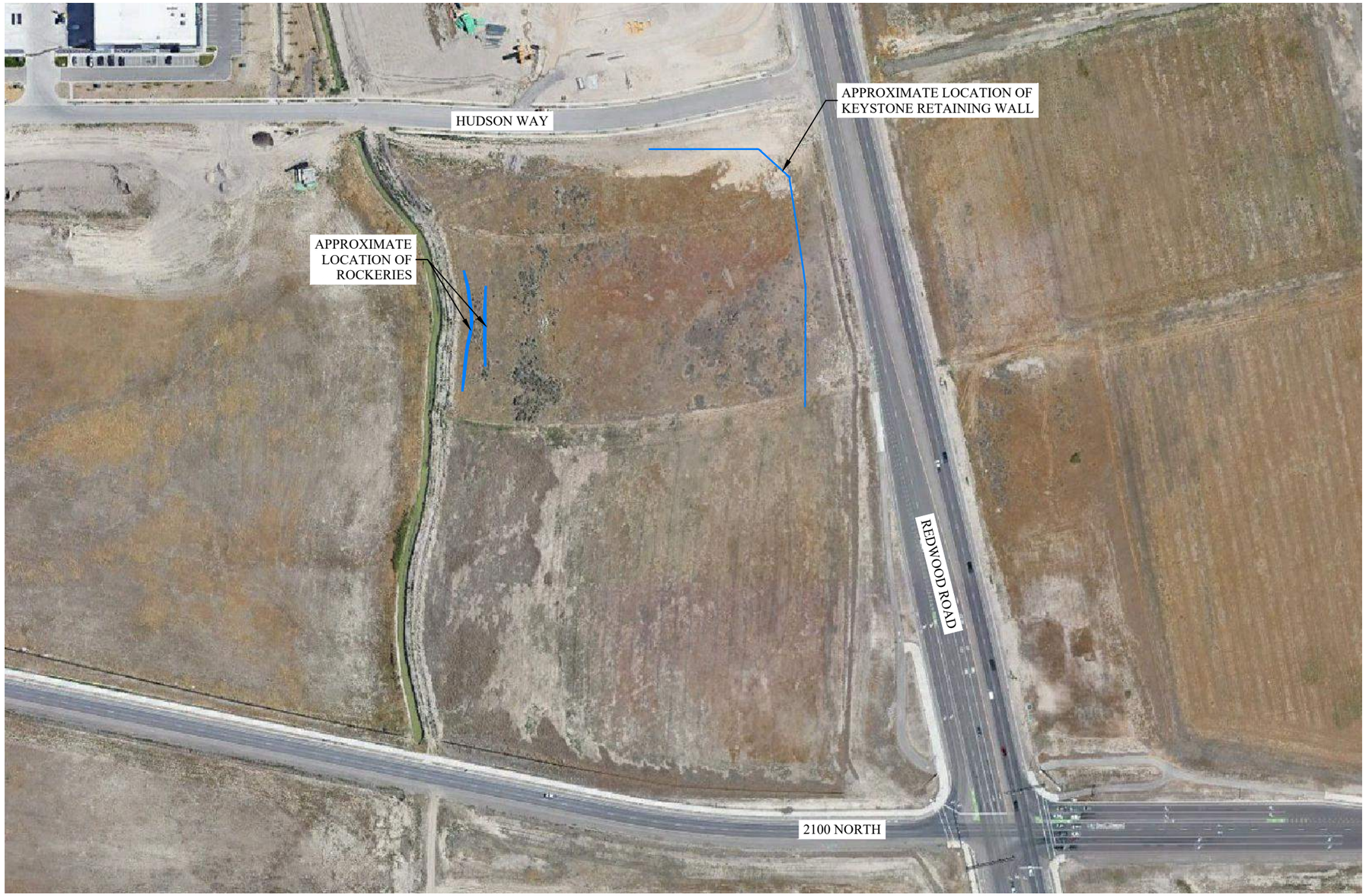
#	DATE	DESCRIPTION
1	-----	-----
2	-----	-----
3	-----	-----
4	-----	-----
5	-----	-----
6	-----	-----

REVEGITATION PLAN

Scale:	1"=40'	Drawn:	MW
Date:	05/21/2024	Job #:	22-0312
Sheet:	C3.0		

Z:_2022\22-0312 Holbrook Industrial Bldg 5\design 22-0312\dwg\sheets\GRADING PERMIT\REVEGITATION PLAN.dwg

KEYSTONE RETAINING WALL & ROCKERY DESIGN PACKAGE
HOLBROOK INDUSTRIAL BUILDING 5
4886 WEST HUDSON WAY
LEHI, UTAH



PROJECT AERIAL VIEW

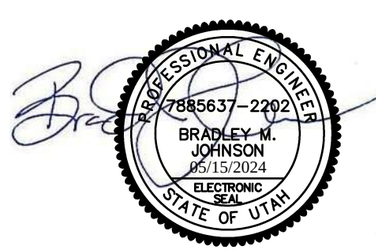
REFERENCE IMAGE FROM GOOGLE EARTH PRO, IMAGE TAKEN JUNE 14, 2022

NOTE: THIS PLAN SET HAS BEEN PREPARED WITH COLOR LINE-TYPES TO MAKE SOME DETAILS AND SPECIFICATIONS MORE CLEAR. ANY COPIES OF THESE PLANS SHOULD BE MADE IN COLOR.

DESIGN PACKAGE CONTENTS		
	SHEET NO.	DESCRIPTION
SHOP DRAWINGS	1	COVER SHEET
	2	PLAN VIEW
	3	PLAN VIEW (KEYSTONE)
	4	WALL 1 ELEVATION VIEW (1 OF 3)
	5	WALL 1 ELEVATION VIEW (2 OF 3)
	6	WALL 1 ELEVATION VIEW (3 OF 3)
	7	TYPICAL SECTION VIEW (KEYSTONE)
	8	PLAN VIEW (ROCKERIES)
	9	TYPICAL SECTION VIEW (ROCKERIES)
	10	CONSTRUCTION SPECIFICATIONS & NOTES
	11	CONSTRUCTION SPECIFICATIONS & NOTES
	12	KEYSTONE DETAILS
	13	DESIGN CRITERIA
DESIGN CALCULATION PACKAGE	SECTION 2	STABILITY CALCULATIONS
	SECTION 3	GLOBAL STABILITY RESULTS
	SECTION 4	SEISMIC PARAMETERS

PREPARED FOR:
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
ATTN: SPENCER MOFFAT

PREPARED BY: BRADLEY M. JOHNSON, P.E.



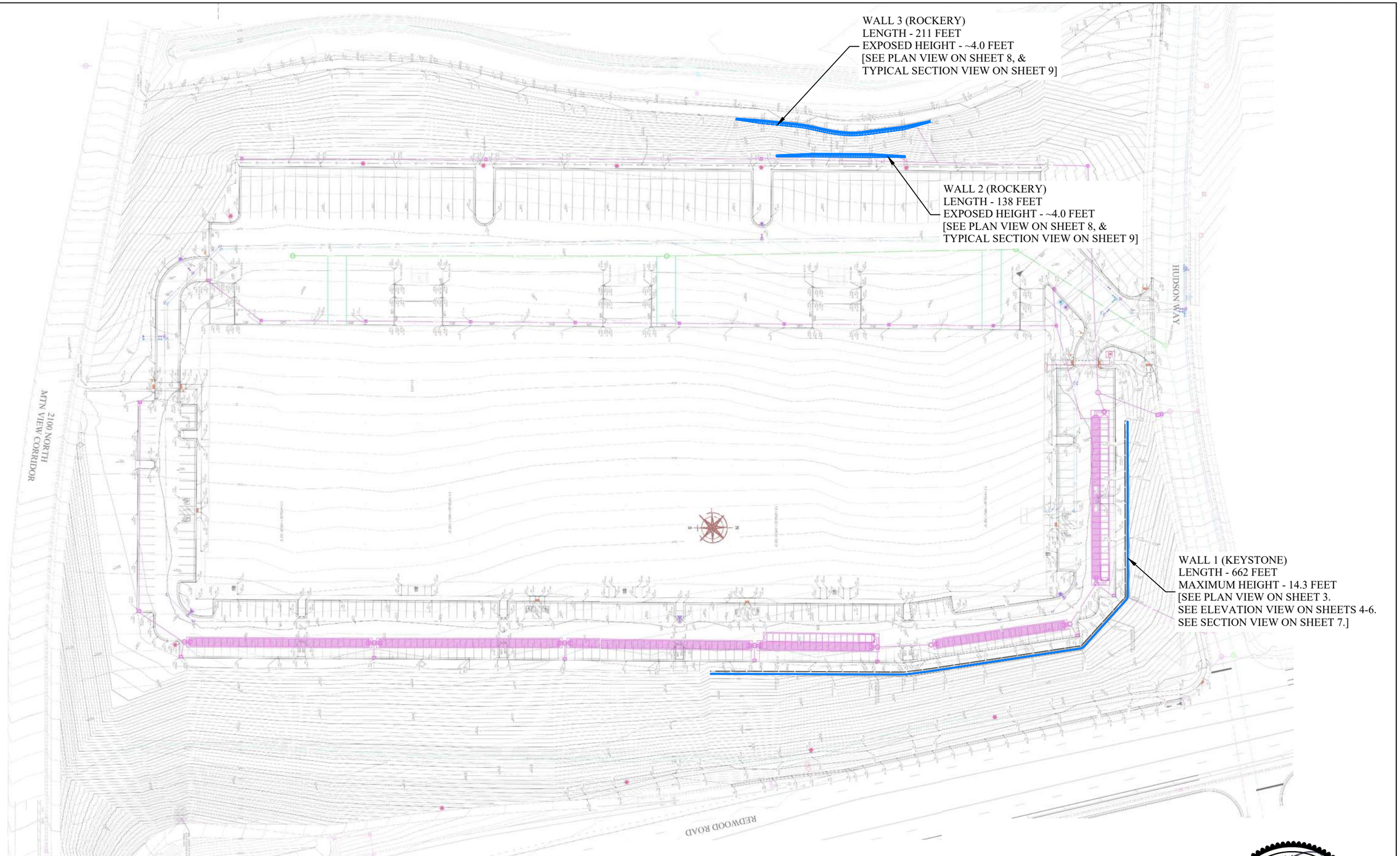
REV	REVISION DESCRIPTION	DATE	BY	CHK
	REVISIONS			

IGES EST. 1998
12429 SOUTH 300 EAST
DRAPER, UTAH 84020
(801) 748-4044

KEYSTONE RETAINING WALL & ROCKERIES
HOLBROOK INDUSTRIAL BUILDING 5
4886 WEST HUDSON WAY
LEHI, UTAH

COVER SHEET

DESIGNED BY:	BMJ	5-15-2024	PLOT SCALE 1=1
DRAWN BY:	BMJ	5-15-2024	
CHECKED BY:	KAH	5-15-2024	DWG SCALE 1"=200'
APPROVED BY:	BMJ	5-15-2024	
IGES PROJECT NO: 00145-046		SHEET NO: 1	REV N/A



0 20 40 60 100 200

SCALE: 1" = 100'

PLAN VIEW

REFERENCE IMAGE FROM FOCUS ENGINEERING AND SURVEYING, LLC, HOLBROOK INDUSTRIAL BUILDING 5, LEHI, UTAH, GRADING PLAN (SHEETS C5.1-C5.8, DATED 07/12/2023)

REV	REVISION DESCRIPTION	DATE	BY	CHK
	REVISIONS			

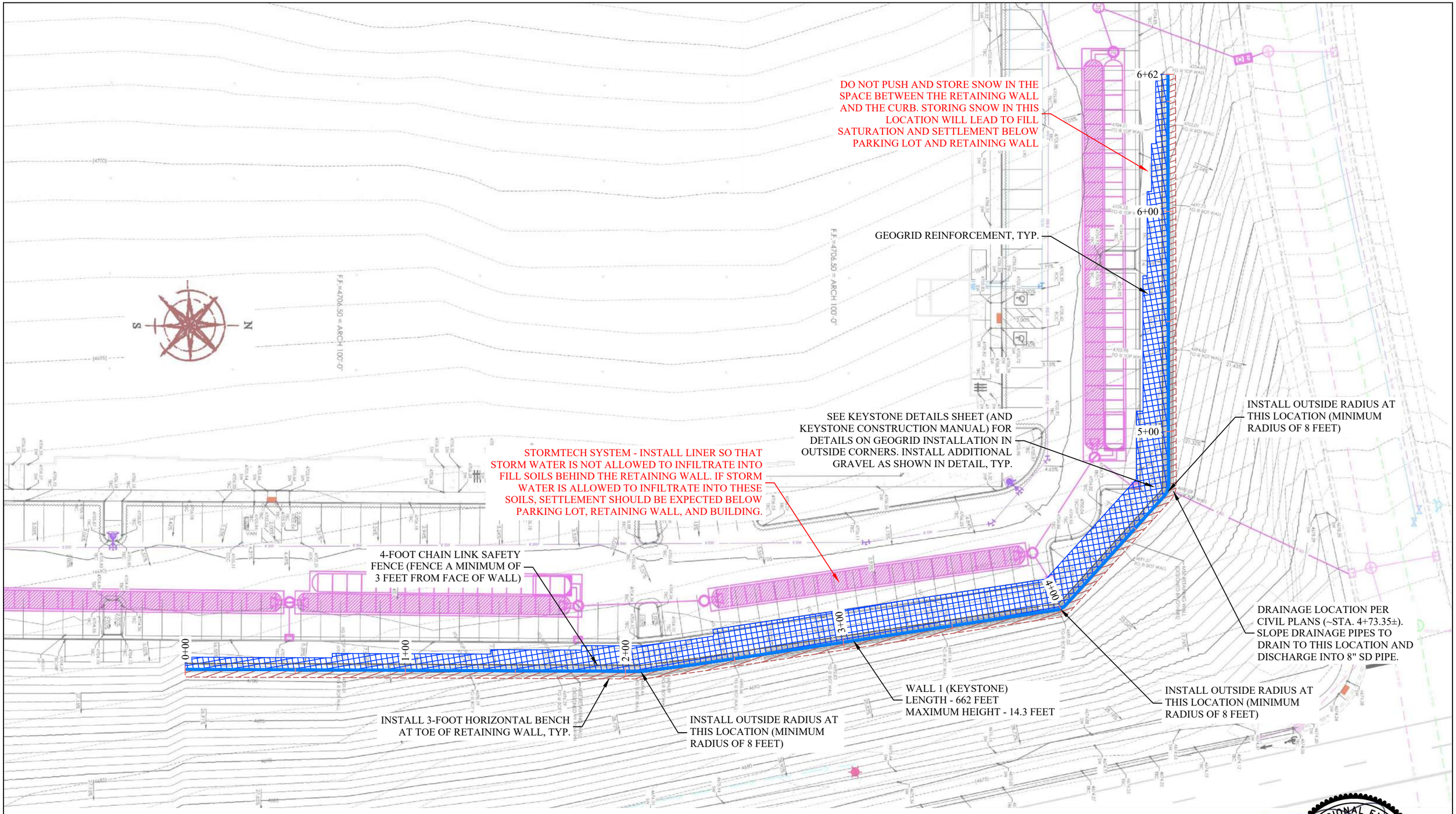
IGES EST. 1998
12429 SOUTH 300 EAST
DRAPER, UTAH 84020
(801) 748-4044

KEYSTONE RETAINING WALL & ROCKERIES
HOLBROOK INDUSTRIAL BUILDING 5
4886 WEST HUDSON WAY
LEHI, UTAH

PLAN VIEW (OVERALL)

DESIGNED BY: BMJ	5-15-2024	PLOT SCALE	1=1
DRAWN BY: BMJ	5-15-2024		
CHECKED BY: KAH	5-15-2024	DWG SCALE	1"=100'
APPROVED BY: BMJ	5-15-2024		
IGES PROJECT NO: 00145-046	SHEET NO: 2	REV	N/A

PROFESSIONAL ENGINEER
7885637-2202
BRADLEY M. JOHNSON
05/15/2024
ELECTRONIC SEAL
STATE OF UTAH



0 8 16 24 40 80

SCALE: 1" = 40'

PLAN VIEW (KEYSTONE)

REFERENCE IMAGE FROM FOCUS ENGINEERING AND SURVEYING, LLC, HOLBROOK INDUSTRIAL BUILDING 5, LEHI, UTAH, GRADING PLAN (SHEETS C5.1-C5.8, DATED 07/12/2023)

REV	REVISION DESCRIPTION	DATE	BY	CHK
	REVISIONS			

IGES EST. 1998
12429 SOUTH 300 EAST
DRAPER, UTAH 84020
(801) 748-4044

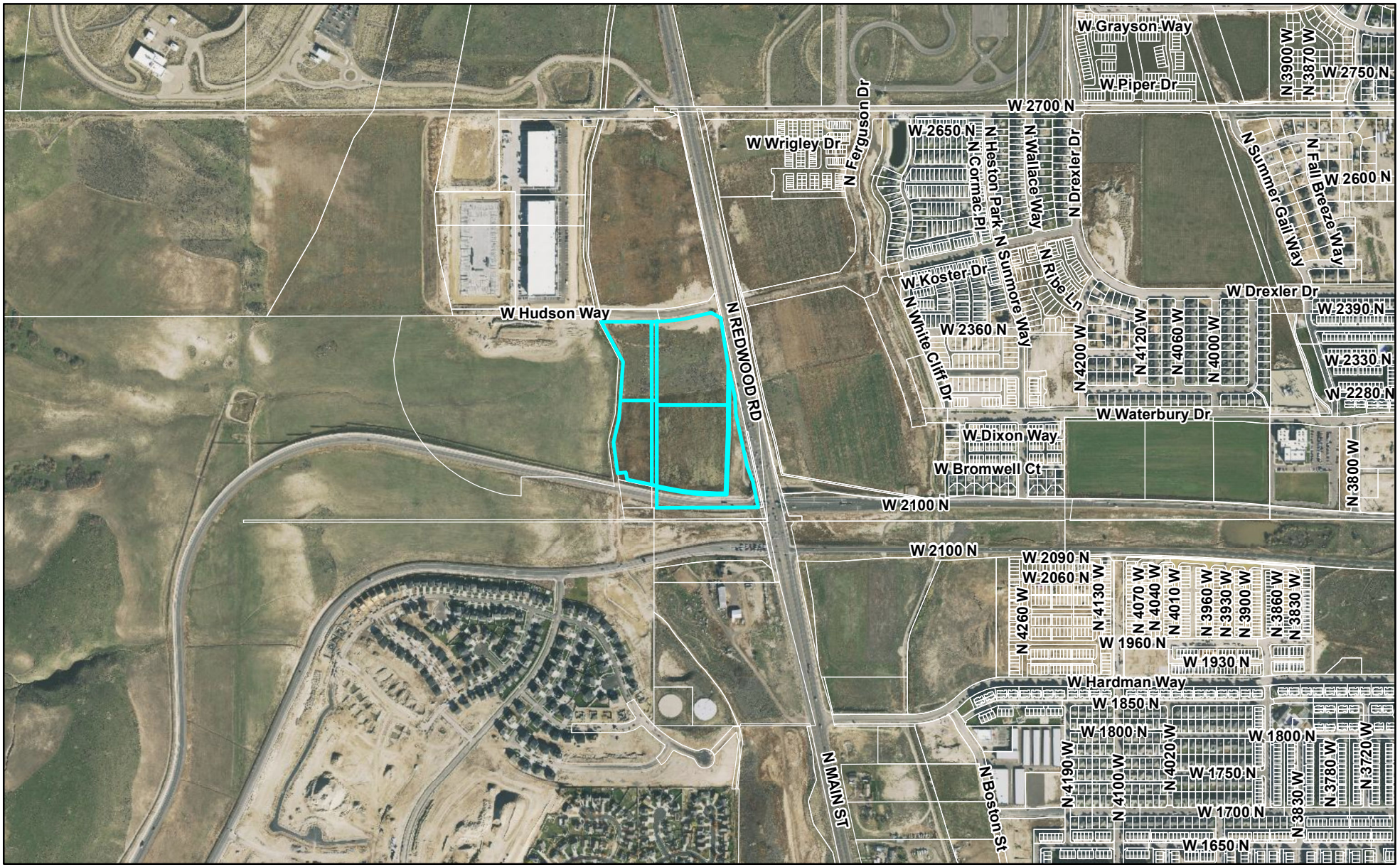
KEYSTONE RETAINING WALL & ROCKERIES
HOLBROOK INDUSTRIAL BUILDING 5
4886 WEST HUDSON WAY
LEHI, UTAH
PLAN VIEW (KEYSTONE)

DESIGNED BY:	BMJ	5-15-2024	PLOT SCALE 1=1
DRAWN BY:	BMJ	5-15-2024	
CHECKED BY:	KAH	5-15-2024	DWG SCALE 1"=40'
APPROVED BY:	BMJ	5-15-2024	
IGES PROJECT NO: 00145-046	SHEET NO: 3		REV N/A

PROFESSIONAL ENGINEER
7885637-2202
BRADLEY M. JOHNSON
05/15/2024
ELECTRONIC SEAL
STATE OF UTAH

Holbrook Industrial Building 5 Grading Permit

Aerial Map



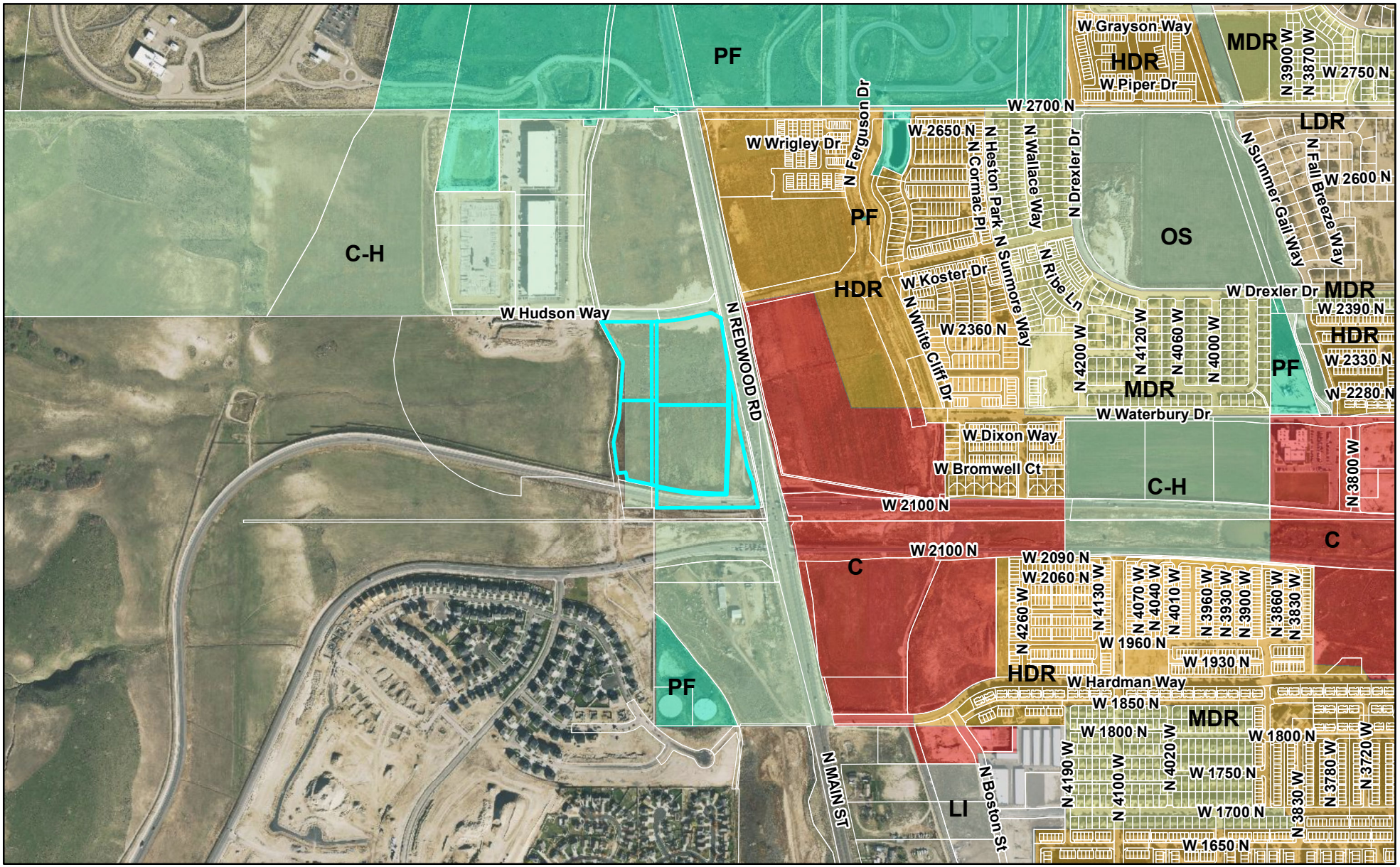
Feet

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LEHI CITY

Holbrook Industrial Building 5 Grading Permit

General Plan

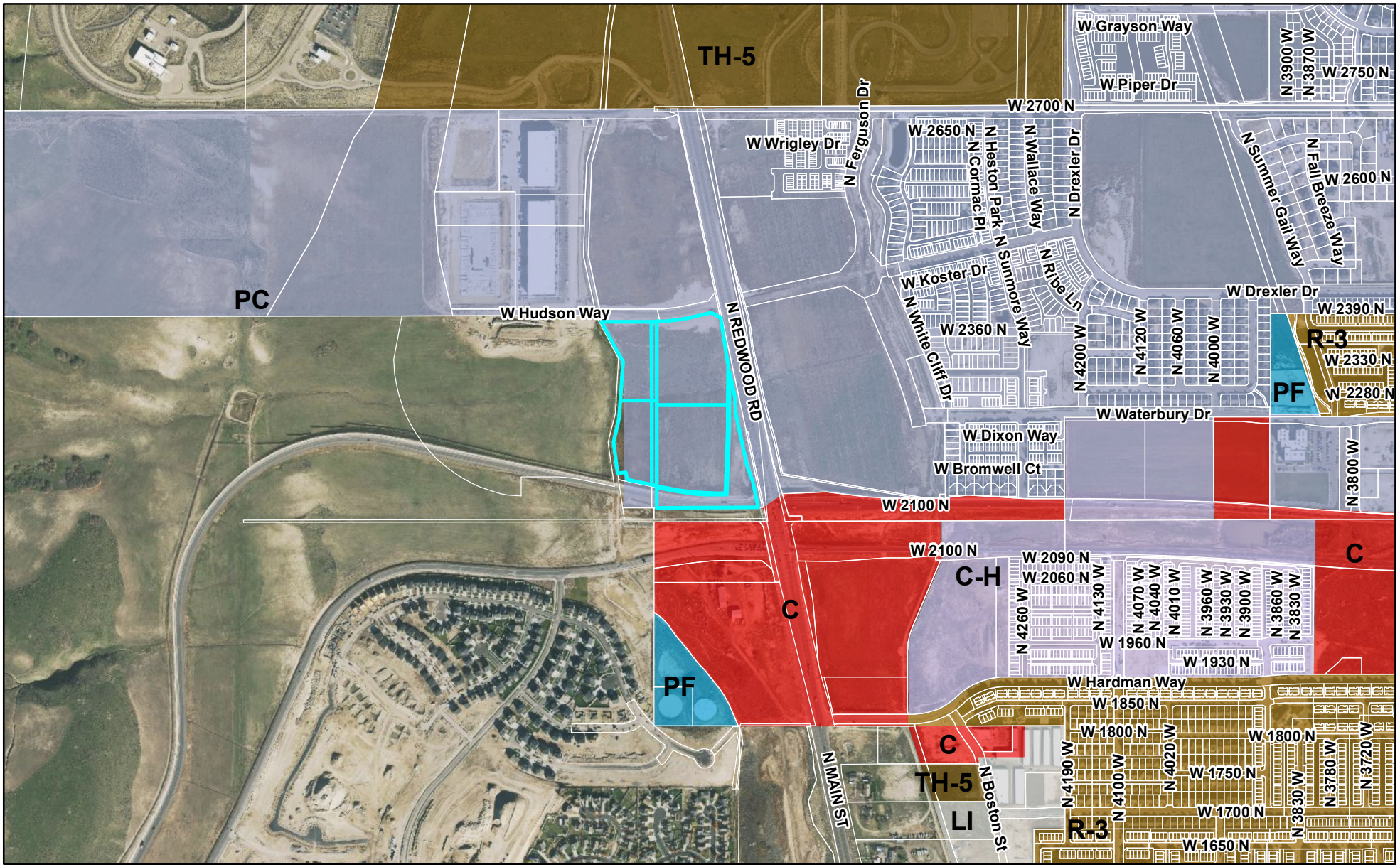


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LEHI CITY

Holbrook Industrial Building 5 Grading Permit

Zoning Map



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LEHI CITY

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

New-Central-School-District-Findings-6.18.2024.pdf

New-Central-School-District-Feasibility-Study-6.18.2024-Work-Session.pptx.pdf

MEMORANDUM

To: David Bunker, David Dobbins, Chandler Goodwin, Shane Sorensen, Jason Walker, Erin Wells
From: LRB Public Finance Advisors
Date: June 18, 2024
RE: New Central School District Feasibility Study Findings

Pursuant to UCA 53G-3-301.4(7)(b), LRB was commissioned to assess the financial viability, the financial impact, and the tax impact of the creation of a new school district made up of the municipal boundaries of Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper that is within Utah County (the New Central District). This analysis focuses primarily on the impacts of creating a new school district and reviewing the impacts to major funds including the General Fund, Capital Projects Fund and Debt Service Fund. It outlines projections based on reasonable assumptions and available data from Alpine School District (ASD), the Utah State Board of Education (USBE) and other sources. This report also includes projections regarding start-up costs and the potential for new capital facilities as currently contemplated by ASD. The financial analysis concludes by outlining the tax burden on property owners within the proposed new school district.

This study assumes that a new district consisting of the municipalities of Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield (the New West District) will be created, as the New West District has entered into an Interlocal Agreement to begin the creation of a new school district.[1] Therefore, the Reorganized District in this study includes the cities of Lindon, Orem, Vineyard, and Pleasant Grove.

BASE FINANCIAL ASSUMPTIONS

The enrollment projections developed use FY 2023 projected enrollment growth from ASD as the base. For purposes of determining the projected enrollment, LRB evaluated historic enrollment data from ASD for each City within ASD and applied an annual average growth rate (AAGR) to subsequent years that aligns with those findings.

The ratio of enrollment for each district was used to forecast weighted pupil units (WPUs). The number of WPUs provided to each school district within the State is based on number of students enrolled, number of special education students, and other weighted factors. Beginning in 2025, the forecasted WPUs are calculated based on an historic average of 0.996 WPUs per student (calculated using WPU data from ASD FY 2024 estimates). WPUs are calculated for each district based on percent enrollment and average WPUs per student.

TABLE 1.1: ENROLLMENT AND WPU PROJECTIONS

Fiscal Year	ASD (as currently constituted)		New Central District		Reorganized[2] ASD		New Central District % of Total	Reorganized District % of Total
	Enrollment	WPUs	Enrollment	WPUs	Enrollment	WPUs		
2023[1]	84,668	81,170	34,812	33,374	25,672	24,611	41.12%	30.32%
2024	84,250	83,939	34,606	34,478	24,964	24,872	41.08%	29.63%
2025	85,252	84,937	35,078	34,948	24,632	24,542	41.15%	28.89%
2026	86,323	86,005	35,579	35,448	24,311	24,221	41.22%	28.16%
2027	87,466	87,144	36,111	35,978	24,000	23,911	41.29%	27.44%

[1] Saratoga Springs. (May 21, 2024). *Notice of the Possible Creation of a New School District, Receipt of Feasibility Studies, the Beginning of a 45-Day Public Comment Period, and Public Hearings with the City Council*. https://www.saratogasprings-ut.gov/492/Public-Notices

Fiscal Year	ASD (as currently constituted)		New Central District		Reorganized[2] ASD		New Central District % of Total	Reorganized District % of Total
	Enrollment	WPUs	Enrollment	WPUs	Enrollment	WPUs		
2028	88,682	88,355	36,674	36,539	23,698	23,610	41.35%	26.72%
2029	89,973	89,641	37,269	37,131	23,405	23,319	41.42%	26.01%

[1] Projections reflect ASD projections (see *Alpine School District Reconfiguration Data, May 8, 2024*).

[2] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

Taxable value is fundamental to projections of future fiscal impact on the New Central District and the division of assets and liabilities, including debt. Taxable value forms the basis for local revenues, as well as the ability of a district to bond for capital infrastructure.[2] Based on historic certified tax rate data for Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper, this analysis assumes the New Central District would experience an estimated three percent new growth multiplier, with the Reorganized District at 0.5 percent. To determine taxable value growth for ASD, new growth from the New Central District, New West District (Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield) and the Reorganized District were added together to reflect total new growth for ASD. Based on these assumptions, it is estimated that the New Central District's taxable value will slightly decrease from 45 percent of the taxable value in 2025 to 44 percent by 2029, due to higher projected growth in the New West District.

Table 1.2: Forecasted Taxable Value

Fiscal Year	ASD	New Central District	Reorganized[1] ASD	New Central District % of Total	Reorganized District % of Total
2025	$55,064,613,951	$24,662,757,432	$18,940,115,371	45%	34%
2026	$56,816,136,543	$25,402,640,155	$19,034,815,948	45%	34%
2027	$58,663,684,263	$26,164,719,359	$19,129,990,028	45%	33%
2028	$60,613,793,784	$26,949,660,940	$19,225,639,978	44%	32%
2029	$62,673,491,241	$27,758,150,768	$19,321,768,178	44%	31%
AAGR	**3.29%**	**3.00%**	**0.50%**		

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

A comparison of the taxable value per student illustrates that the New Central District is slightly higher than projected for the Reorganized ASD. The higher taxable value will provide the New Central District with more local revenues per pupil but will impact to some degree some decrease in State revenues relative to ASD, as discussed in the General Fund analysis of this report.

Table 1.3: Comparison of Taxable Value Ratios (FY 2023)

	Total Value	TV % of Total	Enrollment	% Enrollment	TV per Student
ASD	$50,111,489,706	100%	84,668	100%	$591,859
New Central District	$23,247,014,263	46%	34,812	41%	$667,787
Reorganized ASD[1]	$17,037,879,808	34%	25,672	30%	$663,676

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

GENERAL FUND ANALYSIS

The General Fund includes all financial resources necessary for the general operation of the District, including instructional employment costs (72 percent of the 2024 budget). The General Fund is comprised of three major revenue sources: local, state and federal. Local funding is generated through the property taxes collected by

[2] UCA 53G-3-307(3)

the County. State Funds are distributed based on WPU assumptions and federal funds are earmarked for special purposes such as special education, special programs, vocational education, and nutrition services.

As a ratio of local revenues per pupil, the New Central District is projected to receive higher local revenues per pupil than the other scenarios due to a higher taxable value per student. It is anticipated that State funds[3] will be decreased to account for increased local revenues as illustrated in Table 1.4.

TABLE 1.4: FORECASTED GENERAL FUND REVENUES

FY	LOCAL REVENUE	STATE REVENUE	STATE ADD-ON	FEDERAL	TOTAL	PER STUDENT					DIFFERENCE FROM ASD
						LOCAL	STATE	STATE ADD-ON	FEDERAL	TOTAL	
ASD											
2025	$203,639,934	$542,516,755	$51,863,517	$34,492,270	$832,512,476	$2,389	$6,364	$608	$405	$9,765	
2026	$209,985,402	$565,798,557	$53,639,244	$35,624,369	$865,047,572	$2,433	$6,554	$621	$413	$10,021	
2027	$216,673,754	$591,322,675	$55,842,371	$36,818,045	$900,656,845	$2,477	$6,761	$638	$421	$10,297	
2028	$223,728,072	$618,386,599	$58,146,958	$38,076,521	$938,338,150	$2,523	$6,973	$656	$429	$10,581	
2029	$231,173,158	$647,085,882	$60,620,904	$39,403,198	$978,283,141	$2,569	$7,192	$674	$438	$10,873	
NEW CENTRAL DISTRICT											
2025	$91,203,898	$220,728,779	$22,100,242	$14,192,223	$348,225,143	$2,600	$6,293	$630	$405	$9,927	**$162**
2026	$93,889,874	$230,736,753	$22,903,912	$14,683,020	$362,213,558	$2,639	$6,485	$644	$413	$10,181	**$159**
2027	$96,656,679	$241,724,834	$23,918,653	$15,200,569	$377,500,735	$2,677	$6,694	$662	$421	$10,454	**$157**
2028	$99,506,747	$253,408,862	$25,011,003	$15,746,270	$393,672,883	$2,713	$6,910	$682	$429	$10,734	**$154**
2029	$102,442,584	$265,833,418	$26,213,959	$16,321,599	$410,811,559	$2,749	$7,133	$703	$438	$11,023	**$150**
REORGANIZED DISTRICT[1]											
2025	$70,130,307	$151,397,116	$13,038,817	$9,966,153	$244,532,393	$2,847	$6,146	$529	$405	$9,927	**$162**
2026	$70,539,843	$153,976,526	$13,081,693	$10,032,868	$247,630,929	$2,902	$6,334	$538	$413	$10,186	**$165**
2027	$70,953,586	$156,876,561	$13,230,935	$10,102,433	$251,163,515	$2,956	$6,537	$551	$421	$10,465	**$168**
2028	$71,371,629	$159,871,121	$13,387,711	$10,174,893	$254,805,354	$3,012	$6,746	$565	$429	$10,752	**$171**
2029	$71,794,065	$162,963,168	$13,571,294	$10,250,293	$258,578,820	$3,067	$6,963	$580	$438	$11,048	**$175**

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

General fund expenditures for each district scenario have been estimated based on existing ASD budget expenditures. LRB used ASD FY 2024 budget growth rates, analyzed each expenditure function to determine any duplication of expenditures, and apportioned expenditures based on two financial scenarios.

SCENARIO 1

The first financial scenario primarily apportioned general fund expenditures on a percentage of enrollment basis for the following expenditure functions: instruction, student support services, instructional support services, and student transportation services. Operation and maintenance of plant expenditures are apportioned based on the percent of district facilities within each district, with district adminstration and central support functions primarily being based on the percent of full-time equivalent (FTE) employees, including duplicate administrative facilities. Last, school adminstration expenditures were determined using the percentage of schools within each district. Under this scenario, the most recent ASD budget estimates were

[3] UCA 53F-3

used as the base (FY 2024) and LRB inflated expenditures for subsequent years,[4] (2.5% for employment costs 1% for other) plus an additional enrollment multiplier based on WPU growth.

Table 1.5. General Fund Expense Assumptions Comparison

	2024 Enrollment % of Total	WPU Growth Multiplier	Current School Count % of Total	Current Facilities Count % of Total	All Facilities Count % of Total	MGT Study Expense Allocation
ASD	100%	1.50%	100%	100%	100%	100%
New Central District	41%	1.70%	40%	60%	42%	43%
Reorganized ASD	30%	-1.20%	36%	20%	35%	34%

Under Scenario 1, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately $4.9M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. For the first financial scenario, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. This is a result of the higher ratio of duplicate administrative costs as well as the enrollment multiplier, in which the New Central District has higher projection growth relative to the District as shown in **Table 1.6**.

Table 1.6. Scenario 1 General Fund Summary

Year	Total GF Revs	GF Revs per Student	Total GF Expenditures	GF Expenditures per Student	Net GF	Net GF per Student
ASD						
2025[2]	$832,512,476	$9,765	$849,702,675	$9,967	($17,190,199)	($202)
2026	$865,047,572	$10,021	$881,120,853	$10,207	($16,073,281)	($186)
2027	$900,656,845	$10,297	$913,731,490	$10,447	($13,074,645)	($149)
2028	$938,338,150	$10,581	$947,580,697	$10,685	($9,242,548)	($104)
2029	$978,283,141	$10,873	$982,716,394	$10,922	($4,433,253)	($49)
New Central District						
2025	$348,225,143	$9,927	$355,054,804	$10,122	($6,829,660)	($195)
2026	$362,213,558	$10,181	$368,845,241	$10,367	($6,631,683)	($186)
2027	$377,500,735	$10,454	$383,184,751	$10,611	($5,684,016)	($157)
2028	$393,672,883	$10,734	$398,095,597	$10,855	($4,422,714)	($121)
2029	$410,811,559	$11,023	$413,600,958	$11,098	($2,789,399)	($75)
Reorganized District[1]						
2025	$244,532,393	$9,927	$251,283,519	$10,201	($6,751,126)	($274)
2026	$247,630,929	$10,186	$253,571,859	$10,430	($5,940,929)	($244)
2027	$251,163,515	$10,465	$255,890,244	$10,662	($4,726,729)	($197)
2028	$254,805,354	$10,752	$258,239,048	$10,897	($3,433,695)	($145)
2029	$258,578,820	$11,048	$260,618,648	$11,135	($2,039,828)	($87)

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.
[2] ASD begins at a slight deficit due to changes in projected state funding and inflation in General Fund expenses. While ASD may adjust spending to mitigate this funding shortfall for comparison purposes, this analysis assumes the calculated funding and expense when making comparison between scenarios.

[4] See ASD FY2024 Budget, p. 147 for inflationary increases utilized.

Scenario 2

Under the second financial scenario, expenditure functions are largely allocated based on the percentages used in the existing April 2024 MGT Reconfiguration Feasibility Study (see Table 1.5)[5], with operation and maintenance of plant expenditure functions allocated based on the proportion of total education and district facilities within each district and student transportation services expenditures allocated on an enrollment basis. Similarly, the most recent ASD budget estimates were utilized as the base (FY 2024) and LRB inflated expenditures for subsequent years. However, this scenario does not apply the additional enrollment multiplier based on WPU growth to the expense projections. Instead, new operational and maintenance (O&M) costs were added to the projected cost to capture the additional costs of the proposed school buildings. [6] New O&M costs were calculated using general fund expenditure by location data from the District.

Under Scenario 2, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately $6.1M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. Using the MGT allocation methodology, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. Similar to the first scenario, this is a result of the higher ratio of duplicate administrative costs as well as the higher ratio of expense apportioned the New Central District as shown in **Table 1.7**.

Table 1.7. General Fund Summary Based on MGT Allocation

Year	Total GF Revs	GF Revs per Student	Total GF Expenditures	GF Expenditures per Student	Net GF	Net GF per Student
ASD						
2025	$832,512,476	$9,765	$837,145,493	$9,820	($4,633,016)	($54)
2026	$865,047,572	$10,021	$877,152,177	$10,161	($12,104,605)	($140)
2027	$900,656,845	$10,297	$921,562,814	$10,536	($20,905,970)	($239)
2028	$938,338,150	$10,581	$949,871,962	$10,711	($11,533,813)	($130)
2029	$978,283,141	$10,873	$970,719,922	$10,789	$7,563,219	$84
New Central District						
2025	$348,225,143	$9,927	$357,221,191	$10,184	($8,996,048)	($256)
2026	$362,213,558	$10,181	$371,481,067	$10,441	($9,267,509)	($260)
2027	$377,500,735	$10,454	$379,541,605	$10,510	($2,040,871)	($57)
2028	$393,672,883	$10,734	$387,789,982	$10,574	$5,882,901	$160
2029	$410,811,559	$11,023	$396,230,727	$10,632	$14,580,833	$391
Reorganized District[1]						
2025	$244,532,393	$9,927	$265,932,200	$10,796	($21,399,808)	($869)
2026	$247,630,929	$10,186	$271,646,582	$11,174	($24,015,653)	($988)
2027	$251,163,515	$10,465	$277,493,465	$11,562	($26,329,950)	($1,097)
2028	$254,805,354	$10,752	$283,476,037	$11,962	($28,670,684)	($1,210)
2029	$258,578,820	$11,048	$289,597,566	$12,373	($31,018,745)	($1,325)

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

[5] District Configuration Information, Alpine School District, https://alpineschools.org/configuration/

[6] It is assumed that increases to O&M expenses due to the construction of new elementary and high schools are accounted for based on the first scenario's methdology based on enrollment. However, to capture the impacts of the new schools on ASD, the New District and the Reorganized District, additional O&M expenses are added to the pro forma for the second scenario.

While the New Central District is projected to have a fund deficit initially upon creation, both financial scenarios presented illustrate the New Central District may overcome the General Fund deficit within the study period or within the 10-year horizon.

CAPITIAL PROJECTS ANALYSIS

Based on the current tax levies provided from ASD, LRB projected future capital outlay revenues for each scenario. The Capital Projects Fund can be augmented by state support programs titled Enrollment Growth and Foundation Guarantee. Through these funds, districts with a smaller tax base (per pupil) and higher growth can receive additional support revenues. LRB projected these funds using state allocation formulas provided by the Utah State Board of Education (USBE).

Expenditures are allocated to each district based primarily on the percentage of education buildings within each district, including technical and specialty schools, which are inflated at one percent. Land acquisition, land improvement, building acquisition and construction, and building improvement costs from the ASD budget were removed for future projections to prevent a duplication of costs as the known capital cost were accounted for in the Debt Service Fund (see **Table 1.6**). This results in a positive fund balance within the Capital Projects Fund for each district and thus there is no tax increase within the Capital Projects Fund.

DEBT SERVICE ANALYSIS

The majority of the Debt Service Fund revenues come from local property taxes, with a small portion of revenue coming from interest and other categories. The current ASD Debt Service tax rate is 0.001020. As a result of the Debt Service Fund revenue relying on local property tax, the feasibility of a New Central District will be influenced by the level of debt needed versus the taxable value available to assess the necessary revenues. Thus, the capital facility needs above the capital fund rates combined with each district's taxable value per pupil will likely result in a need to increase the rate necessary for the repayment of debt in the short term within the new school district.

There are three major components included in the analysis of this fund: the allocation of outstanding bonds, new bonding needs as identified by ASD, and start-up costs. Utah Code stipulates the transfer of outstanding debt is based on the adjusted assessed value of the new school district and reorganized district.[7] For the purposes of this analysis the ratio of total taxable value in the year immediately preceding the creation of the New Central District, which is 2024, is applied to apportion debt to each district scenario. This approach is utilized as opposed to changing the percentage annually based on each district's adjusted assessed value given the uncertainty of future growth. As a result, the New Central District would be responsible for 45 percent of the outstanding debt.

TABLE 1.8: CAPITAL COST INCLUDED IN DEBT SERVICE CALCULATIONS

	ASD	NEW CENTRAL DISTRICT	NEW WEST DISTRICT	REORGANIZED ASD
Start Up Funds	$0	$2,556,812	$10,029,512	$0
High School Buildings	$155,000,000	$0	$155,000,000	$0
Middle School Buildings	$0	$0	$0	$0
Elementary Buildings	$140,000,000	$35,000,000	$105,000,000	$0
Renovation and Remodel	$200,000,000	$75,000,000	$0	$125,000,000
Land	$9,000,000	$0	$9,000,000	$0
Additional Projects	$8,000,000	$0	$8,000,000	$0

[7] UCA 53G-3-307(3)(a)(ii)

New bonding in this analysis is based on existing ASD recommendations. ASD identified $512M in capital needs for the district, with $110M attributed to the New Central District, $277M to the New West District, and $125M to the Reorganized District. Last, start-up costs relative to legal fees, computer system, and moving costs were also identified. It is important to note that $12.5M in unassigned fund balance from ASD was allocated to each district based on the ratio of enrollment for purposes of funding start-up costs, in which the New Central District makes up 41% of total ASD enrollment.[8]

TABLE 1.9: DEBT SERVICE SUMMARY

YEAR	AUTHORIZED DEBT	PROPOSED NEW DEBT	TOTAL	OBLIGATION PER STUDENT
ASD				
2025	$68,255,190	$37,956,410	$106,211,600	$1,246
2026	$46,585,605	$37,956,410	$84,542,015	$979
2027	$44,711,305	$37,956,410	$82,667,715	$945
2028	$39,645,005	$37,956,410	$77,601,415	$875
2029	$39,652,255	$37,956,410	$77,608,665	$863
NEW CENTRAL DISTRICT				
2025	$30,603,715	$8,344,243	$38,947,959	$1,110
2026	$20,887,681	$8,344,243	$29,231,924	$822
2027	$20,047,297	$8,344,243	$28,391,540	$786
2028	$17,775,710	$8,344,243	$26,119,953	$712
2029	$17,778,961	$8,344,243	$26,123,204	$701
REORGANIZED DISTRICT[1]				
2025	$24,087,199	$9,266,702	$33,353,901	$1,354
2026	$16,440,021	$9,266,702	$25,706,723	$1,057
2027	$15,778,582	$9,266,702	$25,045,284	$1,044
2028	$13,990,689	$9,266,702	$23,257,391	$981
2029	$13,993,248	$9,266,702	$23,259,949	$994

[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

TAX IMPACT

Pursuant to UCA 53G-3-102(4)(a)(ii)(C), the following tables address the tax impact on taxpayers within the boundaries of the proposed New Central District. In summary, this analysis combines the General Fund, Capital Projects Fund, and Debt Service Fund into a comprehensive table based on the tax impact per $500,000 primary residential home. The tables below show the projected tax rate needed within the three funds analyzed should a district division occur, with both general fund expense scenarios shown in **Tables 1.10** and **1.11**. It is important to note that for the purposes of evaluating impacts, the study assumes a starting period of FY 2025.

TABLE 1.10: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 1

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	$355,054,804	$348,225,143	($6,829,660)	0.003495	0.003807	0.003772	(0.000035)
2026	$368,845,241	$362,213,558	($6,631,683)	0.003495	0.003778	0.003756	(0.000022)
2027	$383,184,751	$377,500,735	($5,684,016)	0.003495	0.003718	0.003712	(0.000006)
2028	$398,095,597	$393,672,883	($4,422,714)	0.003495	0.003647	0.003659	0.000012
2029	$413,600,958	$410,811,559	($2,789,399)	0.003495	0.003566	0.003595	0.000029

[8] UCA 53G-3-302(4)(b)

Table 1.11: New Central District General Fund Tax Impact Scenario 2

Year	Total GF Expenditures	Total Revenues	Net General Fund	Baseline Tax Rate	Tax Rate Under ASD	Tax Rate Needed	Tax Rate Increase
2025	$357,221,191	$348,225,143	($8,996,048)	0.003495	0.003579	0.003860	0.000281
2026	$371,481,067	$362,213,558	($9,267,509)	0.003495	0.003708	0.003860	0.000152
2027	$379,541,605	$377,500,735	($2,040,871)	0.003495	0.003851	0.003573	(0.000278)
2028	$387,789,982	$393,672,883	$5,882,901	0.003495	0.003685	0.003277	(0.000408)
2029	$396,230,727	$410,811,559	$14,580,833	0.003495	0.003374	0.002970	(0.000404)

Table 1.12: New Central District Capital Outlay Tax Impact

Year	Capital Outlay Expends	Total Revenues	Net Capital Outlay	Baseline Tax Rate	Tax Rate Under ASD	Tax Rate Needed	Tax Rate Increase
2025	$12,126,565	$27,220,066	$15,093,502	0.001065	0.001065	0.001065	-
2026	$12,189,793	$27,806,295	$15,616,502	0.001065	0.001065	0.001065	-
2027	$12,253,653	$28,853,578	$16,599,925	0.001065	0.001065	0.001065	-
2028	$12,318,152	$29,835,863	$17,517,711	0.001065	0.001065	0.001065	-
2029	$12,383,296	$30,774,501	$18,391,205	0.001065	0.001065	0.001065	-

Table 1.13: New Central District Debt Service Tax Impact

Year	Total Debt	Taxable Value	Tax Rate Under ASD	Tax Rate Needed	Total Tax Rate Increase
2025	$38,947,959	$24,662,757,432	0.0019290	0.0015790	(0.0003500)
2026	$29,231,924	$25,402,640,155	0.0014880	0.0011510	(0.0003370)
2027	$28,391,540	$26,164,719,359	0.0014090	0.0010850	(0.0003240)
2028	$26,119,953	$26,949,660,940	0.0012800	0.0009690	(0.0003110)
2029	$26,123,204	$27,758,150,768	0.0012380	0.0009410	(0.0002970)

When all major funds are considered (General Fund, Capital Projects and Debt Service), property owners within the New Central District may experience tax savings under both methodologies. This is primarily driven by the proportional allocation of new capital needs in the New Central District when compared to ASD as a whole.

VIABLE CONCLUSION

In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits:

- Potential tax savings relative to ASD.
- The opportunity for more localized control.
- Allow the Central District greater control to meet the needs of students in the New District.

Table 1.14: New Central District Total Tax Impact (Scenario 1)

Year	Total Tax Rate Needed	Tax per Household ($500,000 Residential) (Annually)	Tax per Household (Monthly)
2025	(0.000385)	($105.88)	($8.82)
2026	(0.000359)	($98.73)	($8.23)
2027	(0.000330)	($90.75)	($7.56)
2028	(0.000299)	($82.23)	($6.85)
2029	(0.000268)	($73.70)	($6.14)

Table 1.15: New Central District Total Tax Impact (Scenario 2)

Year	Tax Rate Needed	Tax per Household ($500,000 Residential) (Annually)	Tax per Household (Monthly)
2025	(0.000069)	($18.98)	($1.58)
2026	(0.000185)	($50.88)	($4.24)
2027	(0.000602)	($165.55)	($13.80)
2028	(0.000719)	($197.73)	($16.48)
2029	(0.000701)	($192.78)	($16.06)

APPENDIX A. EXISTING STUDY COMPARISON – OPERATIONAL COSTS

TABLE: MGT STUDY FINDINGS (BASE YEAR 2023)

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,414	100%	$49,249,675,861	100%	$767,657,401	100%	$754,733,592	100%	$12,923,809
West District	24,623	29%	$9,144,295,315	19%	$223,920,537	29%	$196,397,796	26%	$27,522,741
Central District	34,616	41%	$22,203,419,402	45%	$314,796,463	41%	$323,009,732	43%	($8,213,269)
Reorganized District	25,175	30%	$17,901,961,144	36%	$228,940,402	30%	$235,326,064	31%	($6,385,662)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – FACILITIES METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	$53,403,033,918	100%	$806,124,568	100%	$819,432,580	100%	($13,308,012)
West District	24,680	29%	$10,612,723,286	20%	$234,562,463	29%	$215,543,686	26%	$19,018,777
Central District	34,606	41%	$23,944,424,691	45%	$336,772,813	42%	$349,678,842	43%	($12,906,030)
Reorganized District	24,964	30%	$18,845,885,941	35%	$242,817,360	30%	$260,347,207	32%	($17,529,846)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – ENROLLMENT METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	$53,403,033,918	100%	$806,124,568	100%	$819,432,580	100%	($13,308,012)
West District	24,680	29%	$10,612,723,286	20%	$234,562,463	29%	$234,750,930	29%	($188,467)
Central District	34,606	41%	$23,944,424,691	45%	$336,772,813	42%	$341,792,052	42%	($5,019,239)
Reorganized District	24,964	30%	$18,845,885,941	35%	$242,817,360	30%	$249,024,858	30%	($6,207,497)

PUBLIC FINANCE ADVISORS

LEWIS | ROBERTSON | BURNINGHAM

CITIES OF LEHI, HIGHLAND, ALPINE, CEDAR HILLS, AMERICAN FORK, AND DRAPER

SCHOOL DISTRICT FEASIBILITY STUDY

JUNE 18, 2024

HIGHLAND CITY HALL
5400 W CIVIC CENTER DRIVE
HIGHLAND, UT 84003

BACKGROUND

- **A feasibility study was initiated based on requirement of Utah Code Section §53G-3-102(4)(a)(ii).**
- **The scope of the feasibility study is within the discretion of the interlocal legislative bodies.**
- **This analysis focuses primarily on the financial impacts of creating a new district.**
- **Reorganized District results assume New West District creation**

METHODOLOGY

- **ANALYSIS FOCUSED ON THE FOLLOWING ELEMENTS:**
  - **Enrollment and Taxable Value Analysis**
  - **General Fund Financial Analysis**
  - **Capital Projects Fund Financial Analysis**
  - **Debt Service Fund Financial Analysis**
  - **Summary of Tax Impacts**

BASE ASSUMPTIONS

ENROLLMENT

	ASD		New Central District		Reorganized District		New District % of Total	Reorganized District % of Total
	Enrollment	WPUs	Enrollment	WPUs	Enrollment	WPUs		
2023	84,668	81,170	**34,812**	**33,374**	25,672	24,611	**41.12%**	30.32%
2024	84,250	83,939	**34,606**	**34,478**	24,964	24,872	**41.08%**	29.63%
2025	85,252	84,937	**35,078**	**34,948**	24,632	24,542	**41.15%**	28.89%
2026	86,323	86,005	**35,579**	**35,448**	24,311	24,221	**41.22%**	28.16%
2027	87,466	87,144	**36,111**	**35,978**	24,000	23,911	**41.29%**	27.44%
2028	88,682	88,355	**36,674**	**36,539**	23,698	23,610	**41.35%**	26.72%
2029	89,973	89,641	**37,269**	**37,131**	23,405	23,319	**41.42%**	26.01%

BASE ASSUMPTIONS

TAXABLE VALUE

	ASD	New Central District	Reorganized District	New District % of Total	Reorganized District % of Total
2025	$55,064,613,951	**$24,662,757,432**	$18,940,115,371	**46%**	34%
2026	$56,816,136,543	**$25,402,640,155**	$19,034,815,948	**45%**	34%
2027	$58,663,684,263	**$26,164,719,359**	$19,129,990,028	**45%**	33%
2028	$60,613,793,784	**$26,949,660,940**	$19,225,639,978	**45%**	32%
2029	$62,673,491,241	**$27,758,150,768**	$19,321,768,178	**45%**	31%
AAGR	**3.29%**	**3.00%**	**0.50%**		

BASE ASSUMPTIONS

- **New Central District enrollment and taxable value growth higher than Reorganized District.**
- **New District has a slightly higher taxable value per student relative to ASD**
- **Future taxable values will be influenced by actual new growth, new commercial development and any changes to the certified tax rate system.**
- **Future revenue from property taxes will be affected by establishment or promotion of redevelopment areas which could reduce tax revenues to school districts for a time to promote economic growth.**
- **Further analysis of these issues would shed additional light on the feasibility of the New District.**

GENERAL FUND

- **REVENUES COMPRISED OF LOCAL, STATE AND FEDERAL FUNDS:**
  - **Local: New District projected to receive slightly higher local funds per pupil.**
  - **State: New District projected to receive less funds due to higher local revenues and decreased revenues from State support programs.**
  - **Federal: Equalized per pupil.**

GENERAL FUND

- **BASE EXPENDITURES ARE BASED ON SEVERAL KEY FACTORS:**
  - **Existing FY2024 ASD budget expenditures and growth rates, as well as updated revenue assumptions based on revised State worksheets; and,**
  - **Identifying salaries and benefits from duplicated administrative full-time equivalent employees**
    - **Two Allocation Scenarios: Enrollment & Facilities**

GENERAL FUND

SCENARIO ONE EXPENDITURES:

- **<u>Primarily driven by % of Enrollment</u>**
  - Instruction expense accounts for largest portion of General Fund expense
- **Inflation and WPU Growth Multiplier**
- **Duplicate adminstrative expense**
- **Exceptions:**
  - Operation & Maintenance of Plant - % All Facilities
  - District Administrative Functions - % of FTEs
  - School Administrative Functions - % of Schools

GENERAL FUND

NEW DISTRICT UNDER SCENARIO 1

	Total GF Revs	GF Revs per Student	Total GF Expense	GF Expense per Student	Net GF	Net GF per Student
2025	$348,225,143	$9,927	$355,054,804	$10,122	($6,829,660)	($195)
2026	$362,213,558	$10,181	$368,845,241	$10,367	($6,631,683)	($186)
2027	$377,500,735	$10,454	$383,184,751	$10,611	($5,684,016)	($157)
2028	$393,672,883	$10,734	$398,095,597	$10,855	($4,422,714)	($121)
2029	$410,811,559	$11,023	$413,600,958	$11,098	($2,789,399)	($75)

- **The New District is projected to have a fund deficit, with expenditures exceeding revenues.**
- **The deficit is projected to decrease over time due to higher local revenue generation.**

GENERAL FUND

SCENARIO TWO EXPENDITURES:

- **Primarily driven by % of Facilities (MGT/ASD Allocation)**
- **Inflation + New Facilities (No WPU Growth Multiplier)**
- **Added O&M expense based on new elementary school**
- **Duplicate administrative expense**

BASE ASSUMPTIONS

NEW DISTRICT UNDER SCENARIO 2

	Total GF Revs	GF Revs per Student	Total GF Expense	GF Expense per Student	Net GF	Net GF per Student
2025	$348,225,143	$9,927	$357,221,191	$10,184	($8,996,048)	($256)
2026	$362,213,558	$10,181	$371,481,067	$10,441	($9,267,509)	($260)
2027	$377,500,735	$10,454	$379,541,605	$10,510	($2,040,871)	($57)
2028	$393,672,883	$10,734	$387,789,982	$10,574	$5,882,901	$160
2029	$410,811,559	$11,023	$396,230,727	$10,632	$14,580,833	$391

- **The New District is projected to have a larger fund deficit initially, with expenditures exceeding revenues.**
- **The deficit is projected to decrease sooner.**

CAPITAL PROJECTS

- **CAPITAL PROJECTS FUND REVENUES:**
  - **Primary Funding Source is Local Property Tax**
  - **The data indicates ASD and the New District may be eligible for state support within the Enrollment programs**
  - **ASD, New District, and Reorganized District will not be eligible for Foundation programs**

CAPITAL PROJECTS

- **CAPITAL PROJECTS FUND EXPENDITURES:**
  - **Analysis assumes Capital Projects Fund will have a positive balance, with revenues exceeding expenditures.**
  - **No tax increase for Central District**
  - **Allocated 100 percent of the proposed bond recommendations to the Debt Service Fund**

DEBT SERVICE FUND

- **Outstanding Debt**
  - **Series 2014**
  - **Series 2017 Refunding**
  - **Series 2017A**
  - **Series 2017B**
  - **Series 2019**
  - **Series 2019B**
  - **Series 2021**
  - **Series 2021B**
  - **Series 2022**
- **Assumes 45% allocated to New District**

DEBT SERVICE FUND

START-UP COSTS

Legal fees, moving costs, unemployment insurance, etc.*	$3,932,299
Computer / Network System*	$3,758,934
Total New District Start-up Costs	**$7,691,233**
41% Unassigned Fund Balance (Enrollment)	**$5,134,421**
Total Start Up Bonding Needs	**$2,556,812**

***Inflationary estimates from previous feasibility studies**

DEBT SERVICE FUND

PROPOSED NEW BONDING NEEDS (BASED ON ASD)

	ASD	New Central District	Reorganized District
Start Up Funds	$0	**$2,556,812**	$0
High School Buildings	$155,000,000	**$0**	$0
Middle School Buildings	$0	**$0**	$0
Elementary Buildings	$140,000,000	**$35,000,000**	$0
Renovation and Remodel	$200,000,000	**$75,000,000**	$125,000,000
Land	$9,000,000	**$0**	$0
Additional Projects	$8,000,000	**$0**	$0
Total	**$512,000,000**	**$112,556,812**	**$125,000,000**

DEBT SERVICE FUND

- **$112M Bond**
- **Longer Term Structure (20 Years)**

SUMMARY OF FINANCIAL IMPACTS

- **General Fund will likely result in a deficit but may overcome the deficient within/beyond the study period**
- **Capital Outlay surplus possible**
- **Debt Service reduction due to less of a need for new bonding**

SUMMARY OF TAX IMPACTS

CENTRAL DISTRICT TAX IMPACT RELATIVE TO ASD (GENERAL FUND EXPENSE SCENARIO 1)

	Tax Rate Needed	Tax Per Household ($500,000 Residential) Annually	Tax Per Household ($500,000 Residential) Monthly
2025	(0.000385)	($105.88)	($8.82)
2026	(0.000359)	($98.73)	($8.23)
2027	(0.000330)	($90.75)	($7.56)
2028	(0.000299)	($82.23)	($6.85)
2029	(0.000268)	($73.70)	($6.14)

Property owners will likely experience tax savings as compared to ASD

However, tax impact per household slightly increases annually

SUMMARY OF TAX IMPACTS

CENTRAL DISTRICT TAX IMPACT RELATIVE TO ASD (GENERAL FUND EXPENSE SCENARIO 2)

	Tax Rate Needed	Tax Per Household ($500,000 Residential) Annually	Tax Per Household ($500,000 Residential) Monthly
2025	(0.000069)	($18.98)	($1.58)
2026	(0.000185)	($50.88)	($4.24)
2027	(0.000602)	($165.55)	($13.80)
2028	(0.000719)	($197.73)	($16.48)
2029	(0.000701)	($192.78)	($16.06)

Property owners will likely experience tax savings as compared to ASD

QUESTIONS

Fred Philpot | Vice President/COO
fred@lrbfinance.com
O 801.596.0700 | **C** 801.243.0293

Lewis Young Robertson & Burningham is now LRB Public Finance Advisors



Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

CC Staff Report table 37.100 Bike Parking Development Code Amendment 07.09.24.docx

Ordinance Table37.100 Bicycle Parking Requirements Development Code Amendment 07.09.24.docx

Bike Parking Amendments DRC 6.5.2024.docx

TBL37.100 Bike Parking - revisions.pdf

BIKE PARKING TABLE DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	July 9, 2024
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	June 5, 2024
Date of Planning Commission Review	June 13, 2024

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

Staff is proposing amendments to the bike parking requirements for three uses listed in Table 37.100 of the Lehi City Development Code. Specifically, staff is requesting amendments to the bike parking requirements for Clubhouses, Churches, and Manufacturing, Industrial, and Wholesale Establishments, and adding additional notes at the end of the table. These amendments reduce the amount of bike parking required to a more realistic level while still providing room to expand if the bike culture in Lehi continues to grow. These three uses were proposed to be amended first because of three recent projects that have moved through the development process in Lehi that showed the bike parking requirements were unreasonable. For example, a recent church in Lehi would be required to have 121 bike parking spaces based on the current requirements. The proposed requirements would reduce that to 16 bike parking spaces. Staff has reviewed the requirements of the other uses listed in the table and realized some of them were also unreasonable for today's standards. Staff will continue to gather data on more realistic requirements for those uses and propose another development code amendment at a later date.

The notes added at the end of the table are to add additional flexibility to the bike parking requirements. Staff has realized there is rarely a simple solution to bike parking and is highly dependent on a variety of factors. Therefore, note one was added to allow the Zoning Administrator to consider other options to the required bike parking if deemed necessary. Note

two was added to be more reasonable for higher square-footage buildings. Notes four and five were added to help centralize bike parking in more high-traffic pedestrian areas rather than requiring bike parking for every building.

There were no comments from the DRC.

POSSIBLE MOTIONS AND FINDINGS

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

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on June 13, 2024. The minutes and motion from this meeting are as follows:

2.4) Public hearing and recommendation of Lehi City's request for review of an amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking.
Jacob Curtis presented information on the item. He stated this amendment addressed specific issues identified at the DRC level. There are concerns that arose regarding excessive bike parking, which was often disproportionate to the size of buildings. Adjustments were proposed for clubhouses, churches, and manufacturing establishments to better align parking requirements with practical needs.

Vice Commissioner Everett opened public comment.

Marshall Gary was present to represent Strong Towns Lehi, which aimed to enhance Lehi's appeal with outdoor amenities and transportation choices. Emphasizing a balanced approach, he advocated for enjoyable driving, walking, biking, and public transit options. Mr. Gary expressed pleasant surprise at initial plans for bike parking, noting his church currently lacked any bike parking spots.

Vice Commissioner Everett closed the public comment.

Vice Commissioner Everett opened the public comment.

> **Motion:** Commissioner Kunze moved to recommend approval of **Lehi City's request for review of an amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking;** including all DRC comments and findings stated in the report, with the suggestion to change "shall" on number two. Commissioner Roberts seconded.
>
> **Vote:** Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Kunze, yes; Commissioner Lockhart, yes; Commissioner Roberts, yes. The motion passed unanimously.

ORDINANCE NO: 2024 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE TABLE 37.100 OF BIKE PARKING REQUIREMENTS

WHEREAS, it has become necessary to amend Section 37.100 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to provide more realistic bicycle parking requirements for churches, clubhouses, and manufacturing uses; and

WHEREAS, following a public hearing on June 13, 2024, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on July 9, 2024, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of June 13, 2024, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Table 37.100 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Table 37.100 of the Lehi City Development Code is hereby amended.

PART II:

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

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 9th day of June 2024.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Bike Parking Table Amendment
DRC Redline Comments

Lehi City- requests review of an amendment to the Lehi City Development Code Table 37.100, amending the requirements for bicycle parking.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller
Assigned Planner:
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: 5/29/2024
Time Start: 4:15 PM
Time End: 4:15 PM

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JUNE 13TH, PENDING RESUBMITTAL FOR DRC ON JUNE 5TH.

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.

TABLE 37.100
TABLE OF BIKE PARKING REQUIREMENTS
(New 08/22/23)

USE	SHORT-TERM SPACES	LONG-TERM SPACES
RESIDENTIAL USES		
Single Family Dwelling	No spaces required	No spaces required
Two-Family Dwelling	No spaces required	No spaces required
Three Family Dwelling	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Four-Family Dwelling	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Multi-Family 4< Dwellings	0.05 spaces per unit	0.5 spaces per unit with minimum of two per development
Townhouses	0.05 spaces per unit	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Condominiums	0.05 spaces per unit	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Clubhouse/HOA Amenities	1 space per ~~3~~400 square feet of clubhouse area; 1 space per 200 square feet of pool area	No spaces required
~~Manufactured Home~~	~~No spaces required~~	~~No spaces required~~
Group Homes	No spaces required	No spaces required if the unit has a fully enclosed garage; If no garage, 0.5 spaces per unit with minimum of two per development
Nursing Home/Assisted Living Facility	0.05 spaces per patient bed	0.05 spaces per patient bed
Retirement Home/Center	0.05 spaces per unit	1 space per 10 employees~~0.1 spaces per unit~~
PUBLIC/CIVIC USES		
Churches	5% of the maximum occupancy of the main assembly area ~~1 for every 8 seats in the assembly area~~	No spaces required
~~Civic/Public Buildings/Public Facilities/Museums~~	~~As approved by the Planning Commission~~	~~1 space per 10 employees~~0.2 spaces ~~per employee~~
Elementary Schools	5 spaces per classroom	1 space per 10 employees~~0.2 spaces~~

Commented [JC1]: All long term spaces should be based on number of employees

Commented [JC2]: Look at this one

		~~per classroom~~
Junior High Schools	5 spaces per classroom	1 space per 10 employees~~0.2 spaces per classroom~~
High Schools	5 spaces per classroom	1 space per 10 employees~~0.2 spaces per classroom~~
Parks and Playgrounds	0.5 spaces per acre. Minimum of 4 spaces per park. ~~As approved by the Planning Commission~~	No spaces required
Open Space, Trails, and Greenways	0.5 spaces per acre. Minimum of 4 spaces per park. ~~As approved by the Planning Commission~~	No spaces required
NON RESIDENTIAL/OTHER USES		
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	1 per 5,000 square feet of gross floor area	1 space per 10 employees
~~Automobile Sales~~	~~1 space per 10,000 square feet of gross floor area~~	~~1 space per 10 employees~~
~~Automobile Service and Repair~~	~~1 space per service bay~~	~~1 space per 10 employees~~
Bed and Breakfast Inn	1 space per 10 sleeping units	1 space per 10 employees
~~Commercial Recreational Facility – Without tournament seating~~	~~1 space per each 2,000 square feet of gross floor area~~	~~1 space per 8 employees~~
Commercial Recreational Facility – With tournament seating	1 space per each 2,000 square feet of gross floor area plus 1 space per each 6 seats at maximum capacity	1 space per 8 employees
Corporate Offices, Business Offices, Business Offices and Financial Institutions	1 space per each 10,000 square feet of gross floor area	1 space per 10 employees~~each 3,000 square feet of gross floor area~~
~~Day-care (in home)~~	~~No spaces required~~	~~No spaces required~~
Day-care (commercial)	1 space for each 6,000 square feet of gross floor area	1 space per 10 employees
~~Funeral Homes~~	~~1 space for each 3,000 square feet of total assembly areas~~	~~1 space per 10 employees~~
Hospitals	1 space for each 10 patient beds	1 space per ~~each 5~~ 10 employees
Grocery Store	1 space for each 2,000 square feet of gross floor area	1 space per 10 employees ~~each 5,000 square feet of gross floor area~~
Hotels/Motels	1 space for each 40 sleeping units	1 space per each 10 employees ~~and 1 space for each 20 sleeping units~~
Manufacturing, Industrial, Wholesale establishments	4 spaces per building ~~1 space for each 20,000 square feet of gross floor area~~	1 space for each ~~5~~ 10 employees
Medical Clinics	1 space for each 5,000 square feet of gross floor area	1 space per each 10 employees~~for each 5,000 square feet of gross floor area~~
~~Night Club~~	~~1 space for each 3,000 square feet of gross floor area~~	~~1 space per each 10 employees for each 3,000 square feet of gross floor area~~
Personal Services	1 space per each 1,500 square feet of gross floor area	1 space per each 5 employees~~1,500 square feet of gross floor area~~
~~Plant Nursery with Outdoor Display~~	~~1 space per acre~~	~~1 space per 5 10 employees~~
Research and Development Facilities/Medical or Dental Laboratory	1 space per each 10,000 square feet of gross floor area	1 space per 10 employees ~~for each 3,000 square feet of gross floor area~~
Restaurants Dine-in/Brew Pub	1 space per each ~~400~~ 750 square	1 space per 10 employees~~2,000~~

Commented [JC3]: Might be able to simplify school one. As easy as add a rack maybe. Plus teachers could put them in classroom with them.

Commented [JC4]: This needs to be defined in Chapter 39 otherwise see ya later alligator

	feet of gross floor area	~~square feet of gross floor area~~
Restaurants – Drive-thru (Food establishment with large proportion of take-out business)	1 space per each 1,000~~600~~ square feet of gross floor area	1 space per 10 employees~~2,000 square feet of gross floor area~~
Retail stores	1 space per each 1,500 square feet of gross floor area	1 space per 10 employees~~each 1,500 square feet of gross floor area~~
Schools – Vocational and Technical	1 space per each ~~4~~ 10 students and employees	~~1 space per each 5 employees~~
~~Short Term Rentals~~	~~No spaces required~~	~~No spaces required~~
Sports Fields, Sporting Facilities	1 space per 20 people~~As approved by the Planning Commission and should be sufficient to encourage convenient use by bike~~	No spaces required
Theaters~~, Sports Arenas, Public Assembly Areas~~	1 stall per each 50~~5~~ seats at maximum capacity ~~or otherwise approved by the Planning Commission~~	~~1 stall per each 5 employees~~ No spaces required
~~Veterinary Office~~	~~1 space per each 5,000 square feet of gross floor area~~	~~1 space for each 5 employees~~
~~Other non-residential uses not otherwise listed~~	~~As approved by the Planning Commission and should be enough to encourage convenient bike use~~	~~As approved by the Planning Commission and should be enough to encourage convenient bike use~~
MIXED-USES		
Mixed Use – Residential/Commercial	Spaces shall be provided according to the sum of required spaces for all uses. Bike racks shall be placed in the furniture zone of streets and shall be placed coordinated with any utilities in the space. Additional bike parking may need to be located off-street on the edges of plazas or other visible locations that do not impede pedestrian walking paths.	Spaces shall be provided according to the sum of required spaces for all uses.
Transit Oriented Development – As defined by Chapter 38 of the Development Code	Spaces shall be provided according to the sum of required spaces for all uses. Bike racks shall be placed in the furniture zone of streets and shall be placed coordinated with any utilities in the space. Additional bike parking may need to be located off-street on the edges of plazas or other visible locations that do not impede pedestrian walking paths.	Spaces shall be provided according to the sum of required spaces for all uses.

Bike parking can be modified at the discretion of the Zoning Administrator based on anticipated use, size of the building, or other considerations.

After the first 16 bike parking spaces are provided, any additional required bike parking spaces shall be reduced by 50 percent.

If a use is not listed on this Table, the minimum requirement will be two inverted U's (four parking spaces).

37-118 Bike Parking

For Historic Commerce district or multi-tenant commercial, location of bike parking may be coordinated into centralized areas.

If public bike parking is available on the same block-face it may be counted toward required bike parking.

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37-118 Bike Parking

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: July 9, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

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

Suggested Action:

Attachments:

Ord 43-2024.docx

LEHI CITY

ORDINANCE NO. 43-2024

AN ORDINANCE REPEALING TITLE 8 CHAPTER 5 (TREES) FROM LEHI CITY CODE

WHEREAS, the provisions of Lehi City Code Title 8 Chapter 5 (Trees) have been moved to Chapter 35 (Community Forestry) of the Lehi City Development Code;

WHEREAS, on July 9, 2024, 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) Title 8 Chapter 5 should be repealed; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Title 8 Chapter 5 (Trees) of the Lehi City Code is hereby repealed.

PART II:

A. If a provision of this Ordinance No. 43-2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City, Utah this 9th day of July, 2024.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder