



Lehi City Council Meeting Agenda February 13, 2024

8:30 AM - Broadbent Community Room (128 N. 100 E.) and Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Budget Retreat, 8:30 a.m.- 6:00 p.m.- Broadbent Community Room

1. Welcome and Opening Comment
2. Breakfast and Pictures
3. Personality Assessment and Team Building
4. Lunch and Tour of Emergency Management Trailer
5. Justice Court Discussion
6. Y2 Analytics Resident Survey Presentation
7. Council Visioning Exercise
8. Update from Alpine School District
9. Finance Department Update including Truth in Taxation, Budgeting, and Power Department Funds
10. Council Assignments and Miscellaneous Reports
11. Prioritize Council Goals
12. Update on Family Park Concept and Budget
13. Miscellaneous Updates Including Potential fee for the Literacy Center, City Flag, Curtis Center Budget, Fiber Network, City Hall/Library Building, and Planning and Zoning.
14. Dinner and Pre Council Items Including Agenda Questions, Administrative Report and Legislative Update.
15. Consideration of Adjourning into a Closed Session to discuss the character, professional competence, or physical or mental health of an individual; and to discuss the purchase, exchange,

or lease of real property.

Regular Session, 7:00 p.m. - Lehi Council Chambers (153 N 100 E)

1. Welcome, Roll Call, Pledge of Allegiance
2. 20 Minute Citizen Input
(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)
3. Consent Agenda
 - 3.1. Approve Purchase Orders
[PO Index.pdf](#)
[po #7666.pdf](#)
[PO Request- Stuart C Irby \\$179250.pdf](#)
 - 3.2. Approve Minutes from the January 23, 2024 City Council Meeting.
[012324 CC.docx](#)

Regular Agenda

4. Consideration of Resolution #2024-04 approving an Interlocal Agreement with American Fork City for the provision of court services.
Petitioner: Lehi City
[Res 2024-04.docx](#)
5. Consideration of Resolution #2024-02 approving an agreement with C&L Water Solutions for the lining of sewer mains within the city.
Petitioner: Lehi City
[Res 2024-02.docx](#)
[Lining Project 2024 C L Water Solutions Agreement with bid schedule- final.docx](#)
6. Consideration of Resolution #2024-03 amending the Lehi City Parks, Arts, Recreation and Culture PARC program guidelines.
Petitioner: Lehi City
[Res 2024-03.docx](#)
[Lehi City PARC Tax Policy amendment - 2.13.24.docx](#)
7. Consideration of Ordinance #06-2024 approving the Newbold Estates Zone Change, located at approximately 600 North 500 West on 7.3-acres, changing the zoning from A-1 & R-2 to R-1-Flex.
Petitioner: Dave Scoville
[CC_Staff_Report_Newbold_Estates_Zone_Change_02.13.24.docx](#)
[Newbold Estates Residential Zone Change DRC 12.13.23.docx](#)

[Newbold Estates Zone Change DRC 12.13.23.pdf](#)
[Newbold Zone Change Aerial.pdf](#)
[Newbold Zone Change GP.pdf](#)
[Newbold Zone Change Zoning.pdf](#)
[Ord 06-2024.docx](#)

8. Consideration of approval for the Lehi Medical Office Phase 1 Condo Plat, for 4 units located at 3668 West 2150 North.
Petitioner: Unified Business Alliance
[CC Staff Report Lehi Medical Office Phase 1 Condo Plat 02.13.24.docx](#)
[Lehi Medical Condo Plat Phase 1 DRC 1.24.24.docx](#)
[Lehi Medical Phase 1 Condo Plat 01.24.24.pdf](#)
[Aerial Map.pdf](#)
[General plan.pdf](#)
[Zoning map.pdf](#)
9. Consideration of approval for the Lehi Medical Office Phase 2 Condo Plat for 6 units located at 3742 West 2150 North.
Petitioner: URE Fund 1
[CC Staff Report Lehi Medical Office Phase 2 Condo Plat 02.13.24.docx](#)
[Lehi Medical Condo Plat Phase 2 DRC 1.24.24.docx](#)
[Lehi Medical Phase 2 Condo Plat 01.24.24.pdf](#)
[Aerial Map2.pdf](#)
[General plan2.pdf](#)
[Zoning map2.pdf](#)
10. Consideration of Resolution #2024-01 approving a Cooperative Agreement between UDOT, DR Horton and Lehi City for traffic improvements near Center Street and Timpanogos Highway.
Petitioner: Lehi City
[Res 2024-01.docx](#)
[2024-1-29 Agreement-UDOT_Lehi_Center St Signal DR Horton Clean.docx](#)
11. Consideration of Ordinance #05-2024 adopting amendment to the Lehi City Municipal Code, Chapter 12.24, City Cemetery, adding headstone size restrictions in certain sections.
Petitioner: Lehi City
[Ord 05-2024.docx](#)
[Cemetery ordinance.docx](#)
12. Consideration of Ordinance #07-2024 a Development Code Amendment to Chapters 20 & 39, adding athletic instruction as a use, under in-home instruction, for a Home Occupation.
Petitioner: Lehi City
[CC Staff Report Chapter 20 Development Code Amendment 02.13.24.docx](#)
[Chapter 20 Development Code Amendment DRC 12.20.23.docx](#)

[Ord 07-2024.docx](#)

[Narrative - Chapter 20 and 39 Dev Code Am 12.20.23.pdf](#)

[Chapter 20 and 39 Dev Code Amendment 12.20.23.pdf](#)

13. Consideration of Ordinance #08-2024 a Development Code Amendment to Table 37.080, Off-Street Parking requirements, removing a proximity requirement for townhomes adjacent to on-street parking.

Petitioner: Lehi City

[CC Staff Report Off-Street Parking Dev Code Amendment 02.13.24.docx](#)

[TBL 37.080 Off-Street Parking Requirements Amendment DRC 11.08.23.docx](#)

[Ord 08-2024.docx](#)

[TBL37.080 Off-Street Parking Requirments Amendment.pdf](#)

14. Consideration of Resolution #2024-06 appointing an Alternate Commissioner to the Lehi City Planning Commission.

Petitioner: Lehi City

[Res 2024-06.docx](#)

15. Consideration of Resolution #2024-07 appointing a committee member to the Lehi City Parks, Trails, and Trees Committee.

Petitioner: Lehi City

[Res 2024-07.docx](#)

16. Consideration of Resolution #2024-08 appointing committee members to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Petitioner: Lehi City

17. 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.

City Council Agenda Item Report

Meeting Date: February 13, 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](#)

[po #7666.pdf](#)

[PO Request- Stuart C Irby \\$179250.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
February 13, 2024

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Insituform (C & L Water Solutions)	Rehabilitation of sewer main line	\$231,858	Budget Amendment needed to allocate reserve funds.
Stuart C Irby	Upcoming Power projects		Inventory



PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

7666

ISSUED TO: 687
C & L WATER SOLUTIONS INC.
12249 MEAD WAY

LITTLETON CO 80125

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

DEPARTMENT:

PURCHASE ORDER DATE: 02/01/2024

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	REHABILITATION OF SEWER MAIN LINE	231,858.00	231,858.00	52-50-10-002

TOTAL 231,858.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

Dean Lundell

Date 30-Jan-2024



Department Head Signature

\$231,858.00

Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Aegion Corporation	
	2 Business name/disregarded entity name, if different from above Insituform Technologies, LLC (EIN: 13-3032158) dba C & L Water Solutions	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 580 Goddard Avenue	Requester's name and address (optional) Lehi City Corporation 153 North 100 East Lehi UT 84043
6 City, state, and ZIP code Chesterfield, MO 63005		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

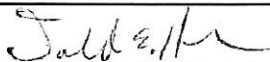
45-3117900

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

1/12/2024

CAL

BJ - Utah PM

Bid Schedule
Lehi City Sanitary Sewer Lining Project 2024

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Installation of 10" UV CIPP Liner - Includes lateral reinstatements (lateral count = 22)	1450	feet	\$71.00	\$102,950.00
2	Installation of 15" UV CIPP Liner - Includes lateral reinstatements (lateral count = 4)	1500	feet	\$77.00	\$115,500.00
3	Mobilization	1	ea.	\$8,253.00	\$8,253.00
4	Pipe prep / Cleaning & Inspection	1	ea.	\$1,667.00	\$1,667.00
5	Traffic Control Plan	1	ea.	\$796.00	\$796.00
6	Sewer Bypass	1	ea.	\$2,000.00	\$2,000.00
7	Notification to all residents affected by project 24 -48 hours before project begins for each section of work.			\$692.00	\$692.00
Grand Total					\$231,858.00

12/12/2023

Bid Schedule
Lehi City Sanitary Sewer Lining Project 2024

IRON HORSE

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Installation of 10" UV CIPP Liner - Includes lateral reinstatements (lateral count = 22)	1450	feet	66	\$95,700
2	Installation of 15" UV CIPP Liner - Includes lateral reinstatements (lateral count = 4)	1500	feet	75	\$112,500
3	Mobilization	1	ea.	25,000	\$25,000
4	Pipe prep / Cleaning & Inspection	1	ea.	7,000	\$7,000
5	Traffic Control Plan	1	ea.	13,000	\$13,000
6	Sewer Bypass	1	ea.	16,000	\$16,000
7	Notification to all residents affected by project 24 -48 hours before project begins for each section of work.			1,500	\$1,500
Grand Total					\$270,700.00



Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

12



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

Quotation

QUOTE DATE	ORDER NUMBER
01/31/24	S013877644
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		ELASTIMOLD				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				01/31/24	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
300EA		1	***** Shipping Instructions **			*****	
			* KENNY 385-201-2612 OFC			*	
			* 801-655-3042 MBL			*	
			* CLAY 801-900-0420			*	
			*****			*****	
			*ESNA 655ETPN0410 1000MCM T-BODY			450.000EA	135000.00
			WITH 200A REDUCER 15KV				

			225 DAY LEAD TIME				

150EA		2	ESNA K655LR-N0410 600A CONN			295.000EA	44250.00

			240 DAY LEAD TIME				

*** 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	179250.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	179250.00

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.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **



Quotation

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

QUOTE DATE	ORDER NUMBER
01/29/24	S013875379
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:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013						Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				01/29/24	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
300EA		1	***** Shipping Instructions ***** * KENNY 385-201-2612 OFC * 801-655-3042 MBL * CLAY 801-900-0420 ***** *RIMA 61ETPT3SQ28 15/25KV COLD SHRINK DEAFBREAK ELBOW (PART# 62CSHT0Q), COMPRESSION LUG SUITABLE FOR COMPACT 1100KCMIL AL CONDUCTOR(PART# P6AL28), THREADED STUD, INTEGRATED JACKET SEAL, 15KV 600/200A LOADBREAK TAP PLUG (PART# 615ETP), 15KV LOADBREAK CAP (PART# 21LBICG) GREASE, MASTICS ***** 44 WEEK LEAD TIME 6X6 AND 6X2 CUSTOM KIT WITH DUMMY CAP *****			500.000EA	150000.00
		2	*RIMA 62CSHT2Q28 15/25/28KV 600A COLD SHRINK ELBOW KIT WITH TESTPOINT 1000KCMIL STRD/COMPACT ***** 48 WEEK LEAD TIME 6X6 T BODY *****			360.000EA	54000.00
*** Continued on Next Page ***							



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

Quotation

QUOTE DATE	ORDER NUMBER
01/29/24	S013875379
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 2

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:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013						Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				01/29/24	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
300EA		3	*RIMA 61CS8FT2Q285 1100 T-BODY 15K COLD SHRINK R-800 KIT W/STUD STYLE FASTENER SIZE Q FOR 1100 ***** HEBER CITY MOLDED 1 PIECE 6X2 34 WEEK LEAD TIME *****			465.000EA	139500.00

*** 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.

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.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	343500.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	343500.00

** Reprint ** Reprint ** Reprint **

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Minutes from the January 23, 2024 City Council Meeting.

Suggested Action:

Attachments:

[012324 CC.docx](#)

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **January 23, 2024**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Paul Hancock, Council Member
Heather Newall, Council Member
Michelle Stallings, Council Member

Excused: Chris Condie, Council Member

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

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Councilor Condie who is excused. Councilor Hancock gave the opening comment.

2. Select Mayor Pro Tempore-

Councilor Hancock nominated Councilor Condie. There were no other nominations. Councilor Condie was selected as the Mayor Pro Tempore.

3. Presentations and Reports

3.1 Timpanogos Special Service District's Westside Interceptor Project Update- Tess Fox

The Timpanogos Special Service District provided an overview of the West Side Interceptor project, involving the installation of a 66-inch sewer line from Saratoga Road to Lehi Center Street. The project aims to address increased capacity needs in west Lehi and Saratoga Springs. The presentation covered challenges, such as materials, weather, and logistics, associated with constructing a large-diameter pipeline. Divergent structures were discussed to manage flow and allow maintenance on the 54-inch line. The use of fiberglass-reinforced polymer manholes was highlighted for corrosion resistance. The presentation included details on the project's progress, upcoming work, and estimated completion.

3.2 Timpanogos Special Service District User Rates Presentation

Richard Mickelson, Timpanogos Special Service District (TDDS) Executive Director, showed a video on the master plan and future needs of the facility including the master plan phase one improvements, outlining key projects and objectives. The plan addresses plant improvements influenced by stakeholder input, regulatory requirements, and population growth. The total

projected cost for phase one is \$522 million, with over \$86 million secured or pursued through grants. The project options included advanced thermal belt drying facility for biosolids disposal, water reclamation facilities for improving discharge to Utah Lake and providing recycled water, and sustainable renewable natural gas facilities to convert organic waste. Another possibility included engineered wetlands and trail system expansion to enhance wildlife habitat and provide recreational trails.

The district is actively exploring funding alternatives, including bonding and potential state or federal grants. Questions were raised about biosolids composting, and while it's in the video, it's not currently moving forward due to settlement agreement considerations. The board is working through options, including the possibility of amending the agreement. The presentation emphasized environmental benefits, reduced carbon footprint, and financial planning to minimize future user rate increases.

3.3 PARC Tax Policy Discussion

Sierra Pierson and Jason Bond, Management Analysts and PARC tax committee members, presented issues that were raised during the previous grant cycle, with suggestions to address those concerns. The Council discussed potential changes to the policy including volunteer hours as a matching component, and the perceived limitations imposed by the 50% funding cap on organizations with modest budgets. Discussions revolved around exceptions to the policy for granting larger funds to certain groups. Mayor Johnson proposed exemptions from cash match requirements for groups with demonstrated community service records, while considerations were raised regarding the allocation of grants for operational expenses versus specific projects. The council also deliberated on the valuation of volunteer hours and donations. A proposal for policy changes will be brought to the Council for consideration at the next meeting.

4. Agenda Questions

Councilmembers asked for clarification on code requirements and also what the city's role would be with a property boundary line dispute. Mr. Struthers stated that the boundary line is a civil matter.

5. Administrative Report

None.

6. Mayor and Council Reports

The Council reported on their assigned committees.

7. Consideration of Adjourning into a Closed Session to discuss pending or reasonably imminent litigation.

Mayor Johnson stated that they also need to hold a closed session to discuss the character professional competence, or physical or mental health of an individual.

Motion: Councilor Albrecht moved to adjourn into a closed session to discuss the character, professional competence, or physical or mental health of an individual; and to discuss pending or reasonably imminent litigation. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.

The meeting recessed at approximately 6:40 p.m.

The meeting resumed at approximately 7:03 p.m.

Regular Session, 7:03 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Council Condie who is excused. Councilor Albrecht led the Pledge of Allegiance.

2. Presentations and Reports

2.1 South Freeway Corridor Study Presentation

Ryan Hales presented on the Lehi East-West Corridor Study that was recently completed by Hales Engineering. He reviewed the alignment alternative which included a Pioneer Crossing expansion, Pony Express Parkway (1900 S) expansion, and a north lake shore freeway construction. Mayor Johnson expressed worries about the impact to residents and commercial property if Pioneer Crossing were expanded. Planning efforts suggested aiming to optimize traffic flow and connectivity while minimizing retrofitting costs. Options were evaluated based on future growth, high-capacity transit routes, enhancing grid network capacity, and benefit to the city's center. Mr. Hales reviewed the regional impacts of each option. Concerns were raised about the negative impact on Lehi if Pioneer Crossing were expanded to a freeway and suggestions were made to involve the public in the decision-making processes. Mayor Johnson stressed the importance of connecting North County cities through road expansion, while acknowledging disagreements regarding project locations. Mayor Johnson voiced concerns about the potential disturbance caused by two freeways. His preference would be for one freeway with multiple arterial roads to minimize citizen disruption.

3. 20 Minute Citizen Input

Jenny Allred was concerned with safety along 400 East and 400 North due to no sidewalks in the area. She stated that kids often walk to and from school and she was concerned with high school drivers being distracted.

Brian Allred also expressed safety concerns for students due to heavy traffic and reckless driving in the area. He asked the Council to consider prioritizing sidewalk construction downtown and specifically along 400 East and 400 North.

Another resident also expressed concerns about safety and encouraged the Council to consider more sidewalk construction downtown.

Geraldine Daly also suggested that the Council prioritize more sidewalk construction.

4. Consent Agenda

4.1) Approve Minutes from the January 9, 2024 City Council Meeting.

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

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.

5. **Consideration of a Plat Amendment to the West Lehi Elementary Subdivision creating five lots out of the three existing lots located at approximately 1100 West 1450 South in the RA-1 zone.**

Roger Dudley and Jim Hawthorne were representing Alpine School District. Mr. Dudley stated that the amendment will create five lots for new homes, which will be used by the school district's construction program for students. The program builds nice homes and is overseen by construction personnel who work for the district full-time.

Mayor Johnson asked if there were any public comments.

Larry Hadfield stated that he owns the property to the north. He said that the boundary issue has not been resolved. He was also concerned that a well on the property wasn't capped properly. He was also concerned with traffic and students parking on the road making it more congested.

Kenneth Glade expressed concerns about traffic and student parking. He was also concerned with noise, fencing and other issues.

The Council discussed possible solutions such as utilizing onsite parking for students during construction. There was also discussion about the boundary line between the school district and Handfield's properties and that the property owners need to resolve the issue.

Fencing options were discussed. Mr. Struthers stated that the city can only require an agricultural no climb fence and that oftentimes a developer will work with the neighbor to come to an arrangement if both parties want to upgrade the fence.

Motion: Councilor Albrecht moved to grant approval of the Plat Amendment to the West Lehi Elementary Subdivision creating five lots out of the three existing lots located at approximately 1100 West 1450 South in the RA-1 zone; including all Development Review Committee Comments. Councilor Hancock seconded the motion.

Councilor Hancock stated that he would prefer to include recommendations in the motion to be sure that they are included in the minutes, while clearly stating that it is not a requirement. His recommendations included the following: that the applicant look at the possibility of onsite parking during construction, work with neighboring property owner on the lot line reconciliation and discuss with the neighbors the possibility of constructing a solid fence.

Councilor Newall suggested adding the recommendation that the applicant also look into concerns about an uncapped well on the property.

Amended Motion: Councilor Albrecht amended her motion to include Councilor Hancock and Council Newall's recommendation. The amendment was seconded by Councilor Hancock.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.

6. Consideration of a Plat Amendment to the View 21 East Plat, dividing lot 3 into two separate lots, with no improvements located at approximately 1940 North 3600 West.

Howard Cook was representing the Gardner Company. He stated that they intend to construct an extended stay hotel on one of the lots.

Motion: Councilor Hancock moved to grant approval of the Plat Amendment to the View 21 East Plat, dividing lot 3 into two separate lots, with no improvements located at approximately 1940 North 3600 West; and include all Development Review Committee comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.

7. Consideration of Ordinance #04-2024 a Development Code Amendment to Chapters 10, 11 & 39 and for Figures 8 & 9, amending the City's subdivision review process to meet State Code.

Kim Struthers presented the proposed amendment. He stated that this was triggered by the State's requirement to streamline the subdivision review process.

Motion: Councilor Albrecht moved to approve Ordinance #04-2024 a Development Code Amendment to Chapters 10, 11 & 39 and for Figures 8 & 9, amending the City's subdivision review process to meet State Code; including all Development Review and Planning Commission comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Newall, Yes; and Councilor Stallings, Yes. The motion passed with 4 in favor and 1 absent.

8. Adjournment

With no further business to come before the City Council at this time, Councilor Newall moved to adjourn the meeting. Councilor Stallings seconded the motion. The motion passed unanimously. The meeting was adjourned at approximately 8:56 p.m.

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Approved: February 13, 2024

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder

DRAFT

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-04 approving an Interlocal Agreement with American Fork City for the provision of court services.

Suggested Action:

Attachments:

[Res 2024-04.docx](#)



RESOLUTION NO. 2024-04

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH AMERICAN FORK CITY FOR THE PROVISION OF COURT SERVICES

WHEREAS American Fork City (“American Fork”) currently prosecutes misdemeanor and infraction level offenses in the Fourth District Judicial Court, American Fork Department;

WHEREAS American Fork has been notified of the state’s intent to dissolve the District Court;

WHEREAS Lehi is willing to expand the territorial jurisdiction of its justice court to include the municipal boundaries of American Fork and provide court services to American Fork;

WHEREAS, on February 13, 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 Interlocal Agreement with American Fork; 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 Interlocal Agreement between Lehi City and American Fork 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 13th day of February, 2024.

LEHI CITY

ATTEST

EXHIBIT “A”

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-02 approving an agreement with C&L Water Solutions for the lining of sewer mains within the city.

Suggested Action:

Attachments:

[Res 2024-02.docx](#)

[Lining Project 2024 C L Water Solutions Agreement with bid schedule- final.docx](#)



RESOLUTION NO. 2024-02

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN
AGREEMENT WITH INSITUFORM TECHNOLOGIES LLC DBA C&L WATER
SOLUTIONS FOR THE LINING OF SEWER MAINS WITHIN THE CITY

WHEREAS, City desires to contract for the lining of sewer main within the City, and;

WHEREAS, the City selected Insituform Technologies LLC dba C&L Water Solutions as the lowest responsive and responsible bidder; and

WHEREAS, on February 13, 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 with Insituform Technologies LLC dba C&L Water Solutions; 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 Insituform Technologies dba C&L Water Solutions 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 13th day of February, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR 2024 SEWER MAIN LINING PROJECT

THIS AGREEMENT FOR THE 2024 Sewer Main Lining Project ("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 Insituform Technologies LLC dba C&L Water Solutions, whose principal place of business is located at 580 Goddard Avenue, Chesterfield, MO. 63005 ("Contractor").

WHEREAS, City desires to contract for the lining of sewer main within Lehi City as described in the documents included in the 2023-23 RFB (the "Work"); and

WHEREAS, City issued RFB# 2023-23 and Contractor submitted a Response to RFB# 2023-23 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

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

1. **Scope of Work.** City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFB# 2023-23 and Contractor's Response to RFB# 2023-23 dated December 22, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.
2. **Term.** The Work shall commence on the Effective Date and shall be completed no later than June 1, 2024 ("Term"). Failure to complete the Work by the end of the Term constitutes an event of default. The actual damage 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 \$231,858.00 within 30 days of invoice after the completion of the project.
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 [left intentionally 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 property 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:
Lehi City Corporation
Attn: Greg Allred
2538 North, 300 West
Lehi, Utah 84043

To Contractor:
Insituform Technologies LLC
dba C&L Water Solutions
Attn: Whittney Schulte
580 Goddard Avenue
Chesterfield. MO. 63005

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.

Insituform Technologies, dba
C&L Water Solutions

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

By
:
Its
:

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 Insituform Technologies, LLC dba C&L Water Solutions 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 Corporation 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

This project includes the lining of approximately 1450 Ft” of 10” concrete sewer mainlines on 1400 West from 1835 North to 1500 North. And approximately 1500 Ft 15” sewer mainline on 1100 West from 300 South to 700 South.

Reinstatement of all affected laterals, notification of residents 48 hours prior to project progress, traffic control plan approved by Lehi City Street Dept, provide all bypass as needed, perform the work as per Lehi City standards and in a safe manner.

Site restoration, all other work required to complete the project with functional sewer laterals and mainline.

Bid Schedule
Lehi City Sanitary Sewer Lining Project 2024

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Installation of 10" UV CIPP Liner Includes lateral reinstatements (lateral count = 22)	1450	feet	571.00	\$102,950.00
2	Installation of 15" UV CIPP Liner Includes lateral reinstatement (Lateral Count = 4)	1500	feet	\$77.00	\$115,500.00
3	Mobilization	1	ea.	\$8,253.00	\$8,253.00
4	Pipe prep / Cleaning & Inspection	1	ea.	\$1,667.00	\$1,667.00
5	Traffic Control Plan	1	ea.	\$796.00	\$796.00
6	Sewer Bypass	1	ea.	\$2,000.00	\$2,000.00
7	Notification to all residents affected by project 24-48 hours before project begins for each section of work.			\$692.00	\$692.00
Grand Total					\$231,858.00

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-03 amending the Lehi City Parks, Arts, Recreation and Culture PARC program guidelines.

Suggested Action:

Attachments:

[Res 2024-03.docx](#)

[Lehi City PARC Tax Policy amendment - 2.13.24.docx](#)



RESOLUTION NO. 2024-03

A RESOLUTION AMENDING THE LEHI CITY PARKS, ARTS,
RECREATION AND CULTURE PARC PROGRAM GUIDELINES

WHEREAS, on November 2, 2021, Lehi City voters approved a 1/10th of 1% increase in the local sales and use tax as a means of enhancing the funding for recreation and cultural facilities and cultural organizations within Lehi City; and,

WHEREAS, in 2022, in order to decide how funds generated by the PARC tax should be distributed, the City Council adopted the Lehi City Parks, Arts, Recreation and Culture PARC Program Guidelines (“Guidelines”);

WHEREAS, based on the process of allocating funds followed in 2022, the City now desires to amend the Guidelines;

WHEREAS, on February 13, 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 Guidelines should be adopted; 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. The amended Guidelines shown on Exhibit A are hereby approved.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of February, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Lehi City Parks, Arts, Recreation, & Culture PARC Program Guidelines



Background

On November 2, 2021, a majority of Lehi City voters approved a 1/10th of 1% increase in the local sales and use tax as a means of enhancing funding for recreational and cultural facilities and cultural organizations within Lehi City. The Lehi City Council enacted the tax by ordinance on November 16, 2021, and the tax goes into effect April 1, 2022, and will be in effect through March 31, 2032.

Known as the Parks, Arts, Recreation, and Culture tax, hereafter, PARC, funds are to be used for eligible facilities and organizations consistent with the 2021 ballot proposition, Lehi City Code, and Utah Code Ann. 59-12-1401.

Program Purpose

The purpose of the PARC program is to support recreational and cultural facilities and cultural organizations that enrich the overall quality of life for residents throughout Lehi City through the imposition, collection, and distribution of a 1/10th of 1% city sales and use tax. The PARC Program is committed to providing fair and equitable access to PARC funding through grant opportunities.

1. Policy

The Lehi City Council shall distribute the entire amount of revenues and interest collected as a result of the imposition of the sales and use tax known as the PARC tax in a manner consistent with the 2021 ballot proposition and Utah Code Ann. 59-12-1403, which allow for:

- 1.1. granting to one or more eligible organizations or facilities;
- 1.2. granting for an eligible facility located within the geographic area of entities that are party to an interlocal agreement; and,
- 1.3. retaining a portion of the tax collected, not to exceed 1.5%, for the cost of administering the PARC program.

2. Definitions

- 2.1. Administrative Unit – a division of a private nonprofit organization or institution that would, if it were a separate entity, be a cultural organization; and consistently maintains books and records separate from those of its parent organization.
- 2.2. Application Form – the documents specified by the PARC Program of Lehi City for use by entities and organizations which request funds pursuant to this Policy, including any required attachments and supporting documents.
- 2.3. Compilation Report – financial statement of an organization, prepared by a Utah licensed Certified Public Accountant.
- 2.4. Cultural Facility – any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.
- 2.5. Cultural Organization – a private nonprofit organization or institution having as its primary purpose the advancement and preservation of: (1) natural history; (2) art; (3) music; (4) theater; (5) dance; or (6) cultural arts, including literature, a motion picture, or storytelling;

and an administrative unit. Cultural organization does not include any agency of the state; any political subdivision of the state; any educational institution whose annual revenues are directly derived more than 50% from state funds; or any radio or television broadcasting network or station, cable communications system, newspaper, or magazine.

- 2.6. Institution – an institution of higher education listed in Utah Code Ann. Subsection 53B-1-102(1)(a).
- 2.7. Nonprofit – an organization or corporation that is certificated by the Internal revenue Service as an organization qualifying under § 501 (c) of the Internal Revenue code.
- 2.8. Publicly Owned – owned by a governmental agency.
- 2.9. Qualifying Facilities Expenses – capital development of recreational and cultural facilities.
- 2.10. Qualifying Operating Expenses – this definition applies to cultural organizations. An organization’s total expenditures for ongoing operations for an identifiable fiscal year as documented by certified financial records (as allowed by Generally Accepted Accounting Principles, GAAP) less the following non-qualifying expenditures:
 - 2.10.1. Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;
 - 2.10.2. Payments into an Endowment Corpus;
 - 2.10.3. Expenditures for programs conducted outside of Lehi City;
 - 2.10.4. Activities not available to the general public;
 - 2.10.5. Fundraising expenses related to capital or endowment campaigns;
 - 2.10.6. Repayments of loans and/or interest thereon;
 - 2.10.7. Expenditures for direct political lobbying on all levels;
 - 2.10.8. Grants – the distribution of funds to outside groups, institutions, organizations or other units;
 - 2.10.9. Bad Debt Expense;
 - 2.10.10. Depreciation and amortization of any asset;
 - 2.10.11. Non-deductible Tax penalties;
 - 2.10.12. Unrelated Business Income Tax – any operating expenses that are utilized in calculating federal unrelated business income tax; and,
 - 2.10.13. Cost of Goods Sold
 - 2.10.14. Other expenses not related to the organization’s primary cultural purpose.
- 2.11. Qualifying Organization – a cultural organization as defined in Utah Code Ann. 59-12-702 that:
 - 2.11.1. maintains nonprofit status and meets the purpose of the statute; and,
 - 2.11.2. has a primary purpose that corresponds with the definitions for a cultural organization as described in the statute.
- 2.12. Recreational Facility – any city-owned park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, recreation center, or other facility used for recreational purposes.
- 2.13. Review – inquiry and analytical procedures applied to the financial statements of an organization, performed by a Utah licensed Certified Public Accountant.

3. General Guidelines

- 3.1. Funding for this program comes from sales tax revenues that are collected by the State of Utah and distributed to Lehi City. All funding shall be based on actual sales and use tax receipts as received, recorded, and reconciled by the City.
- 3.2. PARC tax revenue may only be used for capital development of government owned or operated recreational and cultural facilities, and for the ongoing operations of nonprofit cultural organizations.
- 3.3. PARC funds are not an entitlement and the filing of an application for funds, no matter how complete or comprehensive, is not a guarantee that any funds will be awarded. As such, it should be clearly understood that the award of PARC funds is a competitive grant and is awarded based on merit and availability of funds of which from year to year there is no guarantee. Grants are awarded as much as possible on objective factors. The Lehi City Council will make the final decision and have approval authority for all grant applications.
- 3.4. The Lehi City Council may choose to allocate a percentage of the funding to various classes of applications. This may be modified annually based on revenues available and the number of organizations that apply.
- 3.5. Applicants may apply in collaboration with other qualifying entities.
- 3.6. One granting round shall be made available each year.
- 3.7. Grant funds shall be spent within the fiscal year granted.
- 3.8. The fact that a project was previously qualified for funding does not guarantee that it is qualified for subsequent funding unless so authorized in the original grant.
- 3.9. The Lehi City Council may use unallocated or unexpended funds from one fiscal year in another fiscal year.
- 3.10. All organizations receiving PARC funding shall acknowledge the funding through signage, markers, programs, etc.

4. Recreational and Cultural Facilities Projects

- 4.1. All funded facilities must be located in Lehi City or within the boundaries of an inter-local agreement with Lehi City.
- 4.2. The Lehi City Council has sole discretion on determining which recreational and cultural facility projects to fund.

5. Cultural Organization Grants

- 5.1. Qualifying organizations must have a significant presence within Lehi City.
- 5.2. Private nonprofit organizations requesting grants must have received tax-exempt status from the Internal Revenue Service code 501(c). Proof of tax-exempt status must be provided.
- 5.3. Qualifying organizations must meet the definition of cultural organization grants.
- 5.4. The Lehi City Council has sole discretion on determining which cultural organization grants to fund.
- 5.5. PARC funds should not be the sole source of funding received by applicant organizations.
- 5.6. Priority will be given to organizations that can solicit and receive matching funds. Priority will be given to organizations that can demonstrate a strong connection to the community, have a substantial track record and show a stable history.

- 5.7. New cultural organizations may only receive a minimal amount, established by the Lehi City Council, until the organization can provide financial and evaluation reports to justify more substantial funding.
- 5.8. Qualifying organizations must have a stable financial history. Weak or negligent financial management could be grounds for exclusion.
- 5.9. Organizations applying for Major Grants of \$10,000 or more may be awarded up to 50% of their total qualifying operating expenses as defined in these policies and procedures.
 - 5.9.1. Organizations will not qualify to receive Major Grants of \$10,000 or more unless they demonstrate a significant presence in Lehi City. Priority will be given to organizations who manage and are located in Lehi City.
 - 5.9.2. Volunteer hours may be counted towards an organization's qualifying operating expenses so long as the volunteering was done with the purpose of advancing and preserving culture or arts. Volunteer hours shall be calculated at a rate of \$31.46 per hour and shall be included as part of the recorded qualifying operating expenses. Volunteer hours shall be documented and provided as a part of the application.
- 5.10. Organizations applying for Minor Grants may be awarded no greater than \$9,999 as defined in these policies and procedures.
 - 5.10.1. Organizations will not qualify to receive Minor Grants unless they have a significant presence in Lehi City. Preference will be given to applicants who manage and are located in Lehi City.
 - 5.10.2. Any applicant receiving \$10,000 or more in PARC grants, even if the \$10,000 threshold is reached through multiple Minor Grants, shall be treated as a Major Grant recipient and must comply with all rules and regulations related to Major Grants.
- 5.11. Qualifying organizations requesting amounts of \$10,000 or more shall be required to provide financial reports for their organizations prepared by a Utah licensed certified public accountant/firm according to the following schedule (subject to annual adjustment/indexing by the Lehi City Council):
 - 5.11.1. \$10,000 to \$99,999 – a compilation report for the most recently completed fiscal year;
 - 5.11.2. \$100,000 to \$499,999 – a review of the most recently completed fiscal year plus a compilation report for the previous two fiscal years;
 - 5.11.3. \$500,000 or more – a review for the most recently completed fiscal year and the two previous fiscal years.

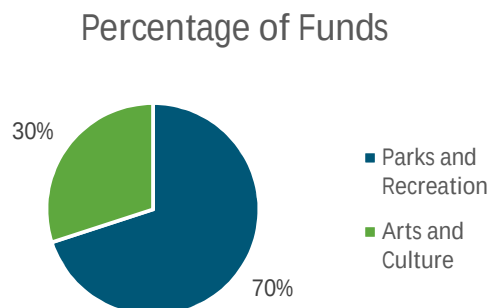
6. Parks, Arts, Recreation, and Culture (PARC) Advisory Committee Selection Process

- 6.1. According to Lehi City Code, the Mayor shall appoint, and the Lehi City Council approve, a Parks, Arts, Recreation, and Culture (PARC) Advisory Committee consisting of seven (7) voting members. Other nonvoting members of the committee may be appointed by the mayor as needed. The Committee shall consist of the following:
 - Two Lehi City staff members;

- Five at-large positions made up of Lehi City residents
- 6.2. The at-large members shall serve a term of three years. The initial appointment of committee members will appoint two members for two-year terms and three members for three-year terms. This will ensure staggered appointments to provide continuity to the committee.
 - 6.3. No member may serve more than three consecutive terms
 - 6.4. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed for the remaining portion of the term.
 - 6.5. The Mayor shall review all applications and present the name or names of potential committee members to the Lehi City Council for their approval.

7. Funding Decision Process

- 7.1. The PARC Advisory Committee shall review all grants and provide the Lehi City Council with recommendations on projects, needs, suggested funding areas, recommended grants, needed facilities, etc. The Lehi City Council will consider the recommendations and make the final determination in distributing the PARC funds.
- 7.2. The PARC Advisory Committee will evaluate all grant applications for eligibility on a broad spectrum of cultural arts disciplines including visual arts, performing arts, literary arts, historic preservation, arts education, etc.
- 7.3. Grant selection is competitive. The Lehi City Council will make the final decision and approval authority for all grant applications. In conformance with these policies and guidelines, the Lehi City Council reserves the right to award all or portions of requested grants or reject all or portions of any grants. Submittal of a grant application and/or award of grant is not a guarantee of future funding.
- 7.4. The fact that a project was previously qualified for funding does not guarantee that it will be qualified for subsequent funding unless so authorized in the original grant.
- 7.5. As established by the Lehi City Council, distribution for PARC tax allocation will be as follows:



8. Application Process

- 8.1. Applications for funding under Utah Code Ann. 59-12-1403, and these policies and procedures shall be provided by the PARC Program.
- 8.2. The PARC Program shall issue public notice detailing the date, time, and place of availability of application forms, deadline for filing completed applications for PARC funding and all Lehi City Council meeting dates for PARC grant consideration.
- 8.3. All requests for funds must be submitted on an official application provided by the Lehi City PARC Program.

- 8.4. An application must be accurate, complete and all supplemental information included. It is not the responsibility of PARC Program staff to contact the applicants regarding information missing from their application. In the interest of the program, staff may notify applicants of deficiencies. If this occurs all applicants shall be treated equitably and notified of similar deficiencies.
- 8.5. Applications, including all required attachments, must be submitted prior to the deadline identified within the body of the application. Applications received after the deadline will not be accepted.
- 8.6. Fiscal information within the application and required as attachments shall be reviewed for compliance with fiscal requirements of the PARC Program by the City's accounting staff prior to the Lehi City Council's consideration of qualifying organizations.
- 8.7. Qualifying applicants may be required to make a brief presentation and discuss the merits of their proposals with the PARC Advisory Committee. No additional materials will be accepted at these presentations unless requested by the committee.
- 8.8. The Lehi City Council will review the application and accompanying material and shall identify and approve qualifying applicants per Utah Code Ann. 59-12-701 and these policies and procedures.
- 8.9. The Lehi City Council shall make final determination as to the amount of program funds to be distributed to each organization based upon these policies and procedures and the application and accompanying information. The names of organizations and the amount of funds each is to receive shall be presented by the Lehi City Council at a public meeting.
- 8.10. The PARC Program shall provide notice to applicants regarding the Lehi City Council's decisions as soon as reasonably possible, including the amount each qualifying group shall receive based on verified expenditures; and which, if any, groups were disqualified or denied funding.

9. Distribution of Funds

- 9.1. Qualifying organizations will be required to enter into a contractual agreement with Lehi City prior to receiving funds. Said contracts shall include:
 - 9.1.1. A detailed planned use schedule of expenditures;
 - 9.1.2. A beginning and ending date for the project;
 - 9.1.3. Dates for required reporting, including interim reports as needed;
 - 9.1.4. A clause that allows Lehi City to verify application, evaluation report, and use of funds information if requested; and
 - 9.1.5. Consequences of the failure to use PARC funds as required.
- 9.2. Said contracts must be returned to the City prior to any distribution of PARC Tax funds to the entity or organization.
- 9.3. Funds under this program shall be disbursed based upon the City's fiscal year which runs July 1 through June 30 of the following calendar year.

10. Credit to the PARC Program

- 10.1. Each recipient organization shall use their best efforts to ensure that all brochures, news releases, programs, publications, and other printed material bear the PARC logo, identifying an organization's use of PARC funding where projects, performances or other activities are funded in full or in part by the Lehi City PARC Program.
- 10.2. The PARC logo should not be reproduced smaller than 1 inch by 1.25 inches in size.

- 10.3. Recipients of PARC funding that provide waived or discounted admission must publicly announce (in some manner) that the event or activity has been sponsored by the Lehi City PARC Program.

11. Reporting Requirements

- 11.1. Each recipient shall be required to submit an evaluation report detailing how it expended the funds it received pursuant to these policies and procedures.
- 11.2. Interim reports may also be required as specified in the contract with Lehi City.
- 11.3. Deadlines for submission of all reports shall be specified in the contract with Lehi City.
- 11.4. Future PARC funding may be withheld due to inadequate, incomplete, or non-submitted reports.

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #06-2024 approving the Newbold Estates Zone Change, located at approximately 600 North 500 West on 7.3-acres, changing the zoning from A-1 & R-2 to R-1-Flex.

Suggested Action:

Attachments:

[CC_Staff_Report_Newbold_Estates_Zone_Change_02.13.24.docx](#)

[Newbold Estates Residential Zone Change DRC 12.13.23.docx](#)

[Newbold Estates Zone Change DRC 12.13.23.pdf](#)

[Newbold Zone Change Aerial.pdf](#)

[Newbold Zone Change GP.pdf](#)

[Newbold Zone Change Zoning.pdf](#)

[Ord 06-2024.docx](#)

NEWBOLD ESTATES ZONE CHANGE CITY COUNCIL REPORT

Applicant	Dave Scoville		
Meeting Date	February 13, 2023		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 600 North 500 West		
Project Area	7.3 acres		
Existing Zoning	A-1 & R-2		
Proposed Zoning	R-1-Flex		
Existing General Plan Land Use Designation	LDR & MDR		
Adjacent Zoning and Land Use	<i>North</i>	A-1	Undeveloped
	<i>South</i>	A-1	Single family residential
	<i>East</i>	R-2	Single family residential
	<i>West</i>	A-1	Railroad ROW
Date of DRC Review	December 13, 2023		
Date of Planning Commission Review	January 11, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

RESIDENTIAL DEVELOPMENT

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

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.

PROPERTY HISTORY

June 15, 1872

This property is part of the original boundaries of Lehi City.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-1 and R-2 to R-1-Flex on 7.3 acres of property located at approximately 600 North 500 West. The General Plan designation of LDR and MDR is consistent with the zone change request.

The rezone application will allow the applicant to build new single-family homes. This matches the existing residential area and the applicant decided not to maximize the potential density of the area. They could have asked for more lots with the R-2 designation, but the applicant was more interested in having quarter acre lots throughout the project.

The DRC reviewed the proposed Zone Change and had two redline comments.

1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
2. The proposed zone change is consistent with the General Plan designation of Low Density Residential.

Please consider the DRC comments in the motion.

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 January 11, 2024. The minutes and motion from this meeting are as follows:

2.2) Public hearing and recommendation of Dave Scoville's request for review of the Newbold Estates zone change, 7.3-acres located at approximately 600 North 500 West, changing the zoning from A-1 (agriculture) & R-2 (medium density residential) to R-1-Flex (single family residential).

Brittney Harris presented information on the item.

The applicant, Dave Scoville, was present.

Commission Chair Jackson opened the public hearing.

John Rockwell stated his power, gas, and cable lines are on the north side of his property and are in the way of putting in the cemented ditch. The developer will be required to move his utilities so there isn't any interference. He is concerned that the development will encroach on his property. He has spoken with Mr. Struthers. He is also concerned about the children's safety walking to and from school. He would strongly suggest a traffic study on 500 West. His property is zoned agriculture, and he would like to keep the zoning. He respects property rights and would just like the same in return.

Joseph West stated he is opposed to the development but understands it will change. He does not want the property

taxes to spike and would still like the view. He is also concerned about the traffic and the size of the homes that are being built.

Neil and Jana Newbolt are concerned about some property lines. The driveway will be affected by the development depending on the zoning. Mr. Struthers stated that zoning will need to be resolved before the county will record the property.

Commission Chair Jackson closed the public hearing.

The applicant addressed the comments. He stated he has no control over the taxes that homeowners are responsible for paying. The ditch is being installed on the applicant's property. The applicant stated he has tried to communicate with the Newbolds with no success. Mr. Scoville stated he bought the property from a trustee sale but is happy to work with the Newbolds to work something out.

Motion: Commissioner Everett moved to recommend approval of **Dave Scoville's request for review of the Newbold Estates zone change, 7.3-acres located at approximately 600 North 500 West, changing the zoning from A-1 (agriculture) & R-2 (medium density residential) to R-1-Flex (single family residential);** including all DRC comments and findings stated in the report, with the recommendation to work with neighboring property owners, specifically the Newbold's to have a property line survey done, and the Rockwell's gas line and powerline to ensure suitable opportunity to work through those issues. Commissioner Eyre seconded.

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

**Newbold Estates Residential Zone Change
DRC Redline Comments**

Dave Scoville- requests review of the Newbold Estates Zone Change, 7.3-acres located at approximately 600 North 500 West, changing the zoning from A-1 & R-2 to R-1-Flex.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Ross Brad Kenison, James Farnsworth

Assigned Planner: Jacob

Representatives of the Applicant Present: Dave Scoville

Date of Plans Reviewed: 11/30/23

Time Start: 1:06 pm

Time End: 1:18 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

Kim – Planning:

1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-Flex Zone. The amount of culinary water is 1.58 acre feet per acre and irrigation water is 2.11 acre feet per acre.
2. The proposed zone change is consistent with the General Plan designation of Low Density Residential.

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

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

UTAH HOME BUILDER



EST. 2013

ARIVE HOMES, LLC

Friday, December 1, 2023

Dear Lehi City,

We would like to introduce you to the proposed Newbold Estates, residential single-family subdivision, located just North of the Lehi Rodeo Grounds just off of 500 West. This twenty-one lot neighborhood would require a zone change from A-1, and we propose to change to the R-1 Flex zone. Our vision is to have quarter acre lots throughout. We went over three different concepts with our architects and feel that this proposed layout was the best use for the property.

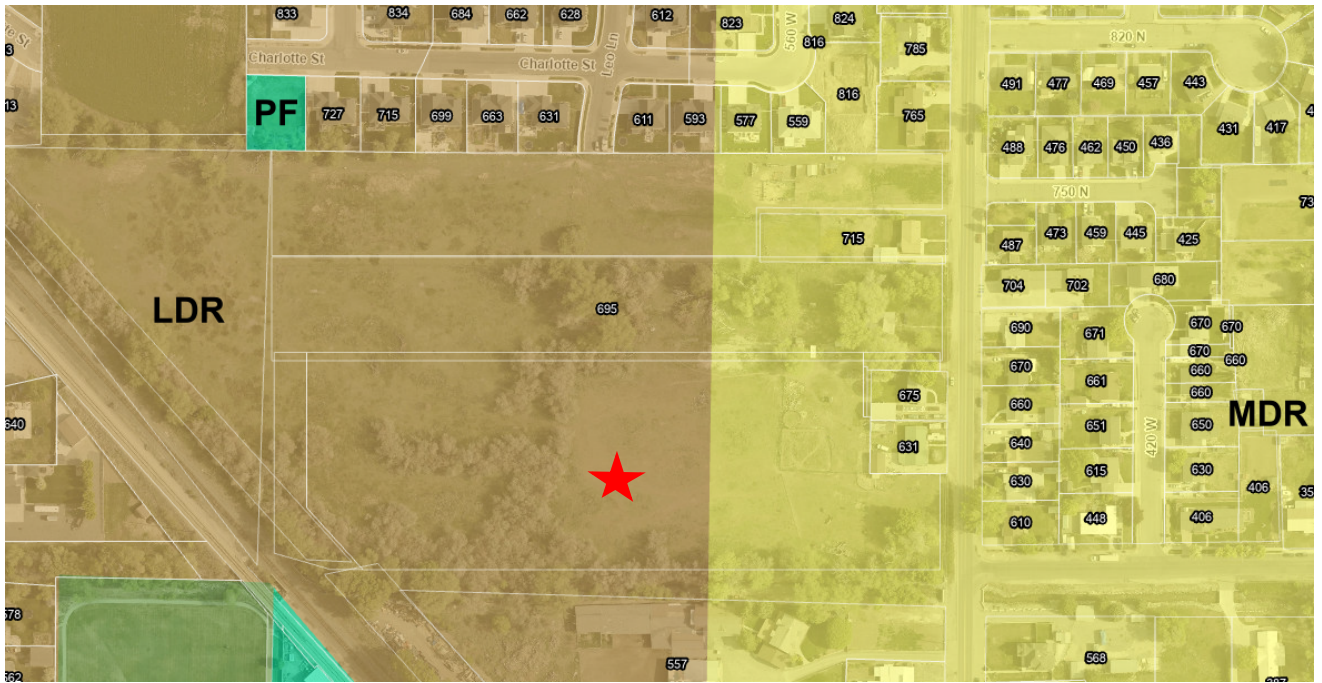
In time, if adjacent property owners wish to sell their ground, we would be very happy to see this project continue North and connect eventually with the Hadfield Subdivision. We welcome any feedback regarding this project.

Regards

Dave Scoville

Owner

(801) 798-5485
733 N MAIN ST SPANISH FORK, UT 84660
ARIVEHOMES.COM



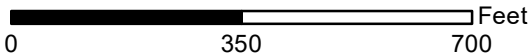
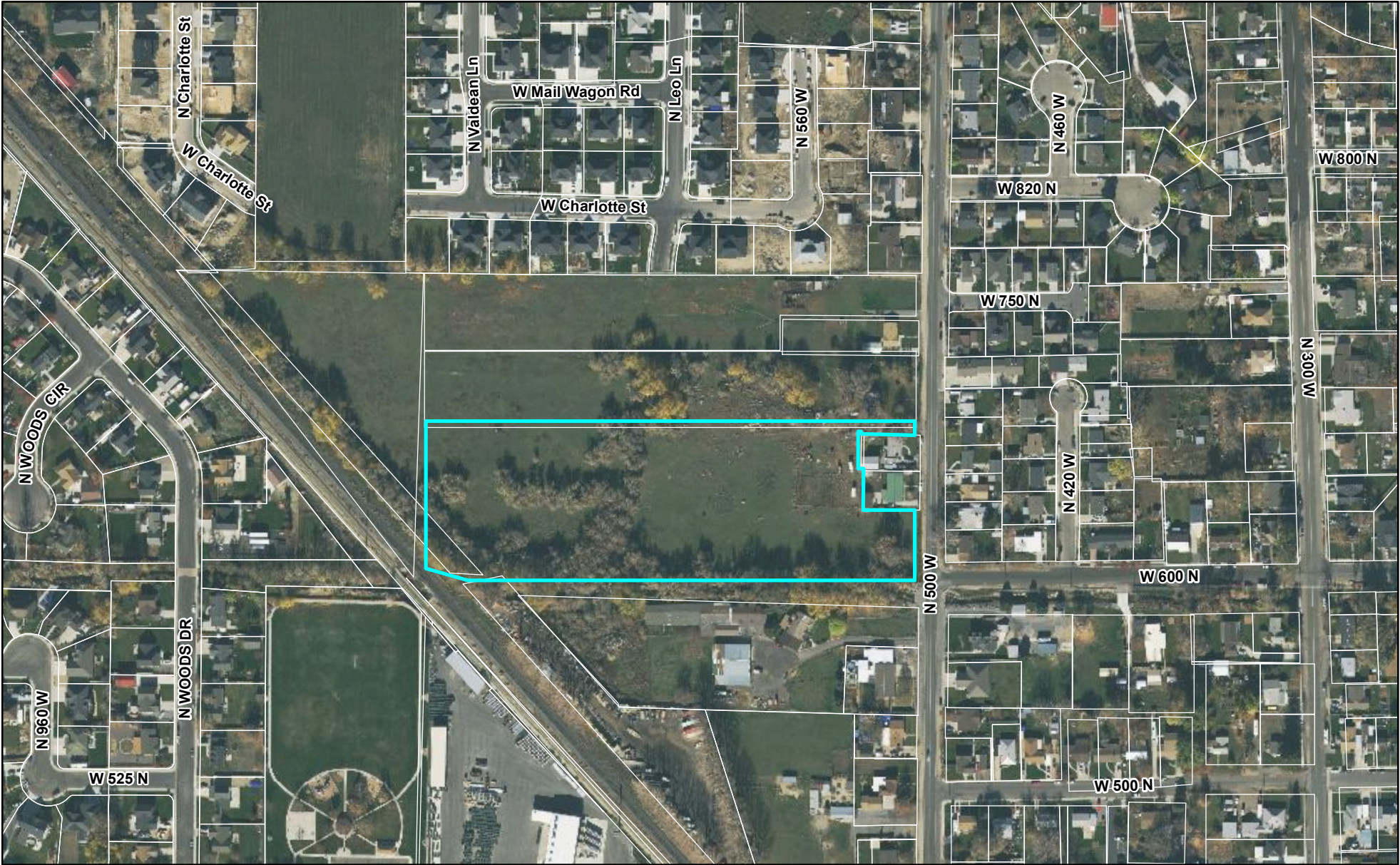
NEWBOLD PRELIMINARY LEGAL:

BEGINNING S89° 37'20"W 2160.90 FEET AND NORTH 1174.55 FEET FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 5 SOUTH RANGE 1 EAST SLB&M

THENCE WEST 952.07 FEET; THENCE N73° 50'13"W 26.12; THENCE N41° 58'08"W 95.20 FEET; THENCE NORTH 247.98 FEET; THENCE EAST 1040.82 FEET; THENCE SOUTH 16.39 FEET; THENCE N88° 44'27"W 113.70 FEET; THENCE N00° 24'27" 113.70 FEET; THENCE WEST 6.36 FEET; THENCE SOUTH 78.68 FEET; THENCE S89° 05'56"E 11.65'; THENCE S01° 03'07"W 88.26 FEET; THENCE S89° 58'22"E 109.97 FEET; THENCE SOUTH 150.13 FEET TO THE POINT OF BEGINNING. CONTAINING 7.30 ACRES OF LAND

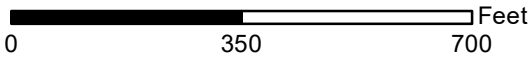
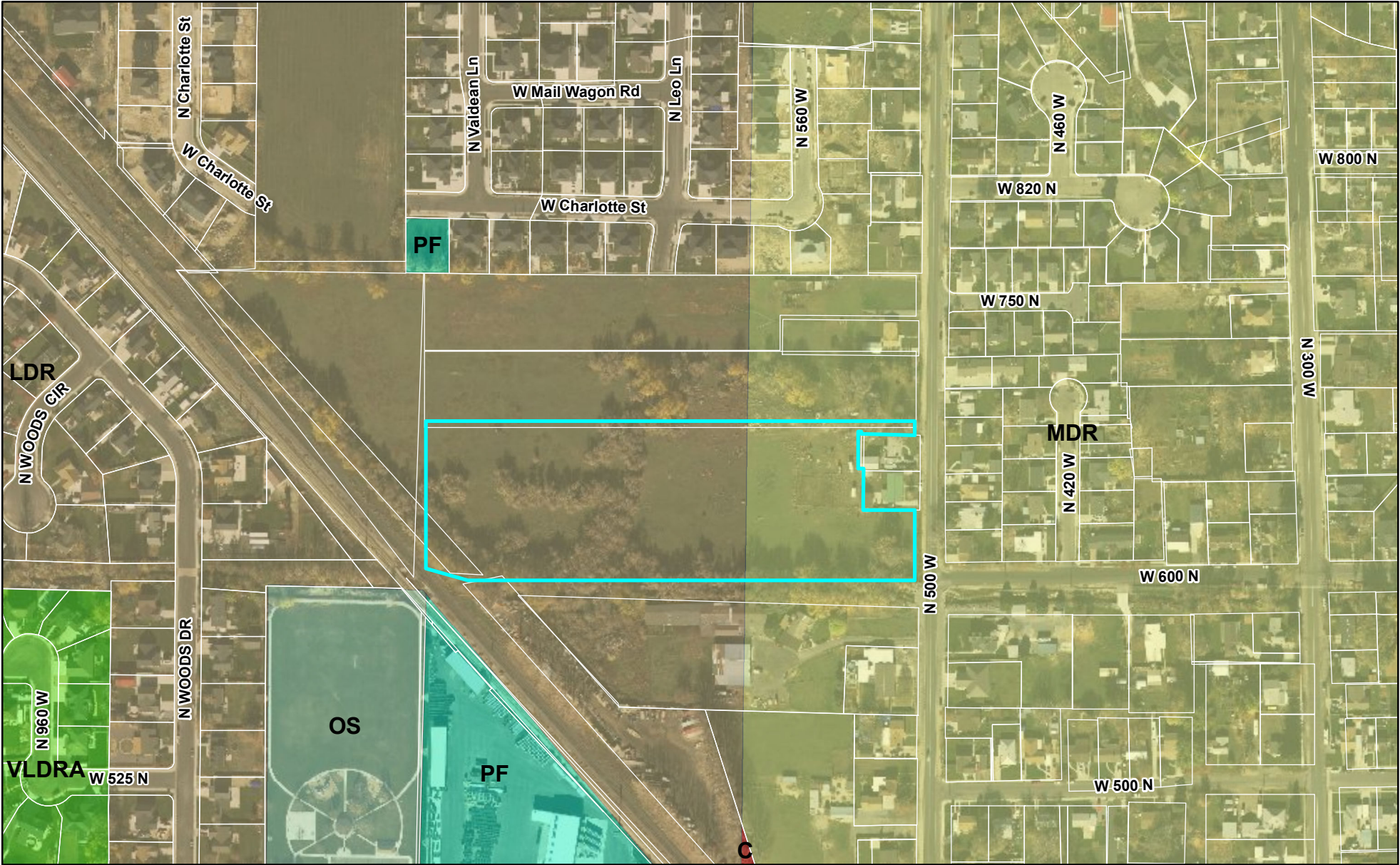
Newbold Estates Zone Change

Aerial



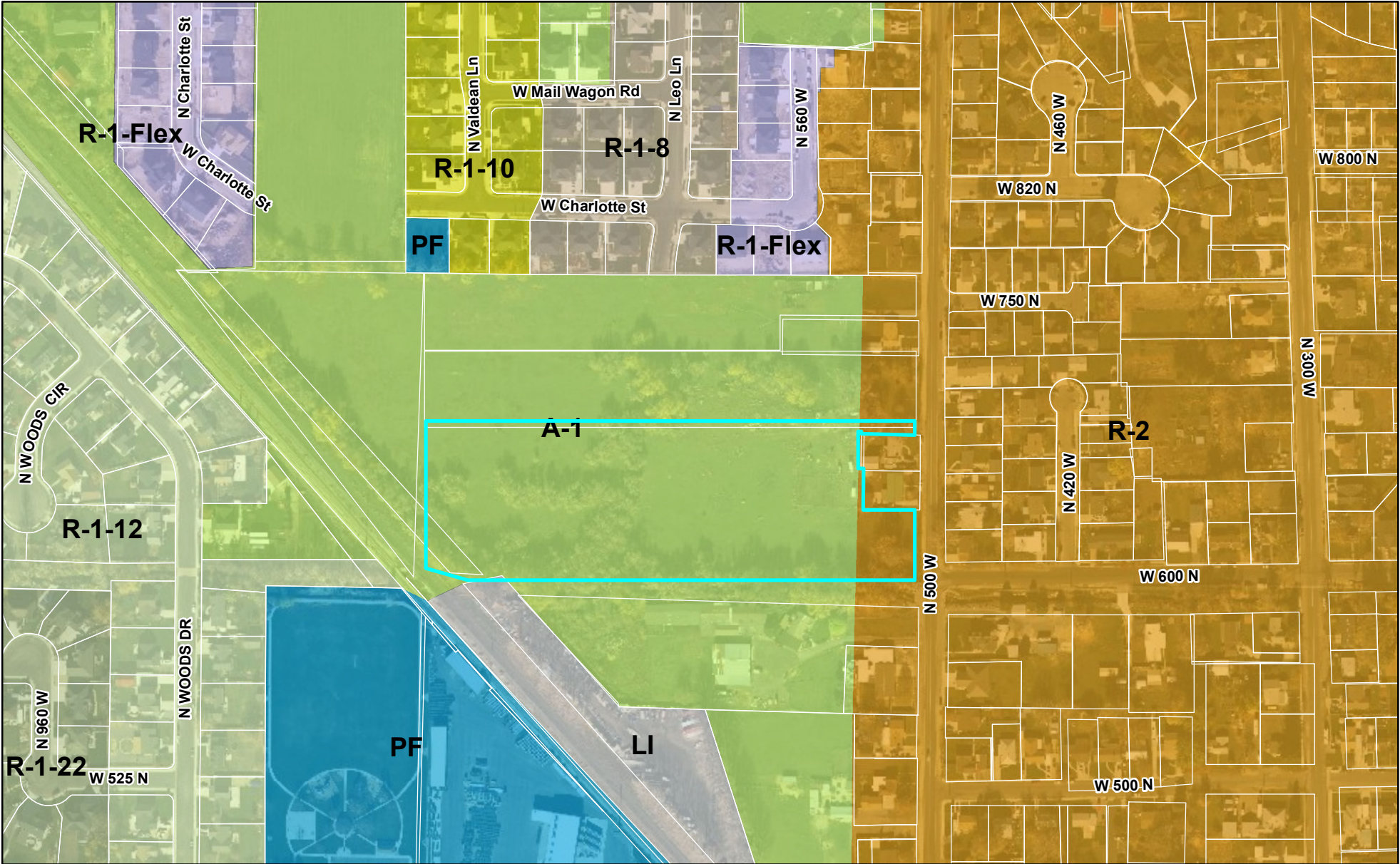
Newbold Estates Zone Change

General Plan



Newbold Estates Zone Change

Zoning





ORDINANCE NO: 06-2024

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION
AMENDMENT AND ZONING DISTRICT MAP AMENDMENT
LOCATED AT APPROXIMATELY 600 NORTH 500 WEST**

WHEREAS, Dave Scoville, applicant for property located at approximately 600 North 500 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 R-1-Flex; and

WHEREAS, following a public hearing on January 11, 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 February 13, 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 January 11, 2024; and

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

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit “A” are hereby amended to R-1-Flex.

PART II:

A. If a provision of this Ordinance 06-2024 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 13th day of February 2024.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

NEWBOLD ESTATES ZONE CHANGE

NEWBOLD PRELIMINARY LEGAL:

BEGINNING S89° 37'20"W 2160.90 FEET AND NORTH 1174.55 FEET FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 5 SOUTH RANGE 1 EAST SLB&M

THENCE WEST 952.07 FEET; THENCE N73° 50'13"W 26.12; THENCE N41° 58'08"W 95.20 FEET; THENCE NORTH 247.98 FEET; THENCE EAST 1040.82 FEET; THENCE SOUTH 16.39 FEET; THENCE N88° 44'27"W 113.70 FEET; THENCE N00° 24'27" 113.70 FEET; THENCE WEST 6.36 FEET; THENCE SOUTH 78.68 FEET; THENCE S89° 05'56"E 11.65'; THENCE S01° 03'07"W 88.26 FEET; THENCE S89° 58'22"E 109.97 FEET; THENCE SOUTH 150.13 FEET TO THE POINT OF BEGINNING. CONTAINING 7.30 ACRES OF LAND

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of approval for the Lehi Medical Office Phase 1 Condo Plat, for 4 units located at 3668 West 2150 North.

Suggested Action:

Attachments:

[CC Staff Report Lehi Medical Office Phase 1 Condo Plat 02.13.24.docx](#)

[Lehi Medical Condo Plat Phase 1 DRC 1.24.24.docx](#)

[Lehi Medical Phase 1 Condo Plat 01.24.24.pdf](#)

[Aerial Map.pdf](#)

[General plan.pdf](#)

[Zoning map.pdf](#)

LEHI MEDICAL OFFICE PHASE 1 CONDO PLAT CITY COUNCIL REPORT

Applicant	Unified Business Alliance LLC		
Meeting Date	February 13, 2024		
Requested Action/Purpose	Approval of a condo conversion		
Location	3668 West 2150 North		
Project Area	2.3 acres		
Existing Zoning	PC (Planned Community)		
General Plan Land Use Designation	C (Commercial)		
Adjacent Zoning and Land Use	<i>North</i>	R-3	North Pointe Townhomes
	<i>South</i>	PC	McDonald’s
	<i>East</i>	PC	Future commercial
	<i>West</i>	PC	Lehi Medical Phase 2
Date of DRC Review	January 24, 2024		
Assigned Planner	Katie Bussell		
REQUIRED ACTION			
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.310. Condominium Plats.

- A. Reference is made to Section 57-8 Utah Code for definition and specific requirements.
- B. Building permits for condominium units may be issued following approval of the final plat by the City Council as provided by this Code. The building permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Chief Building Official.
- C. All condominium plats shall be filed in the office of the Utah County Recorder following completion of construction and before acceptance of improvements.

PROPERTY HISTORY

May 19, 2021 – Property recorded as part of the Holbrook Farms Plat I.
September 23, 2021 – Lehi Medical site plan approved by Planning Commission.

REPORT ANALYSIS

The applicant requests approval of a condo conversion for the existing Lehi Medical Office Phase 1 building that was approved in September of 2021. The request includes condominiumizing the building into six individual units. This will allow for individual ownership of the units within the office complex.

Since review at DRC, however, the applicant has requested to change the number of units that will be condominiumized. The second floor of the building will have four suites instead of two, so the number of individual units for the whole buildings has increased to eight.

The DRC had 7 redline comments, many pertaining to the plat. Some of note include:

1. Recommend clarifying either shared maintenance agreement between the two owners or installing an additional PI connection.

Please consider all DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed condo conversion meets the requirements of the Lehi City Development Code regarding conversion approvals.
2. The proposed subdivision conforms/does not conform with the goals and policies of the General Plan.
3. Other findings based upon information presented at the public hearing.

**Lehi Medical Office Condo Plat Phase 1
DRC Redline Comments**

Unified Business Alliance - requests review of the Lehi Medical Office Condo Plat Phase 1 located at 3668 West 2150 North.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie

Representatives of the Applicant Present: Nathan Dye

Date of Plans Reviewed: 1/16/24

Time Start: 1:20 PM

Time End: 1:25 PM

DRC REDLINE COMMENTS:

Glade – Power: No comment.

Garion – Fire: No comments.

Ryan – Water/Sewer: No comments.

James – Parks:

1. Recommend clarifying either shared maintenance agreement between the two owners or installing an additional PI connection.

Gary – Building/Inspections: No comments.

Shelby – Public Works: No comments.

Brad – Engineering: No comments.

Luke- Traffic: No comments.

Kim – Planning:

2. Add vicinity map
3. Add building address to plat
4. Remove water and sewer authority approval signature box
5. Add a box for the city engineer
6. Remove “men” from owner’s dedication
7. Remove signature blocks for council members and planner

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON FEBRUARY 13TH. (PENDING PAYMENT OF FEES)

PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)

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

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1
AMENDING LOT 9102, HOLBROOK FARMS PLAT I
LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LEHI, UTAH COUNTY, UTAH

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 90°00'00" W	49.83'
L2	N 90°00'00" W	49.83'
L3	S 00°08'06" E	83.02'
L4	N 90°00'00" E	15.03'
L5	S 00°00'00" E	20.00'
L6	N 90°00'00" E	14.98'
L7	S 00°08'06" E	143.23'
L8	S 44°51'45" W	24.04'
L9	S 00°08'10" E	26.58'
L10	N 00°08'10" W	34.86'
L11	N 44°51'45" E	14.52'
L12	N 90°00'00" E	11.27'
L13	S 00°00'00" E	20.00'
L14	S 89°51'54" W	17.95'
L15	N 00°08'06" W	224.66'

LEGEND & ABBREVIATIONS

- SECTION CORNER OR QUARTER CORNER (FOUND)
- BOUNDARY CORNER (SET 5/8" x 24" REBAR AND CAPS OR PLAT NOTED)
- OFFSET PINS TO BE SET IN TOP BACKS OF CURB AND 5/8 x 24" REBAR AND CAPS TO BE SET AT ALL REAR LOT CORNERS MARKED "BENCHMARK ENG."
- SECTION LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE
- P.U.E. - PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- FIRE HYDRANT

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN WITH A BEARING OF NORTH 00°08'15" WEST

FLOOD ZONE DESIGNATION

SUBJECT PROPERTY DELINEATED AS ZONE "X" BY F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP NO. 49049C0145F, EFFECTIVE JUNE 19, 2020.

ZONE

PC (PLANNED COMMUNITY)

PROJECT ADDRESS

3668 W 2150 N
LEHI, UT 84043

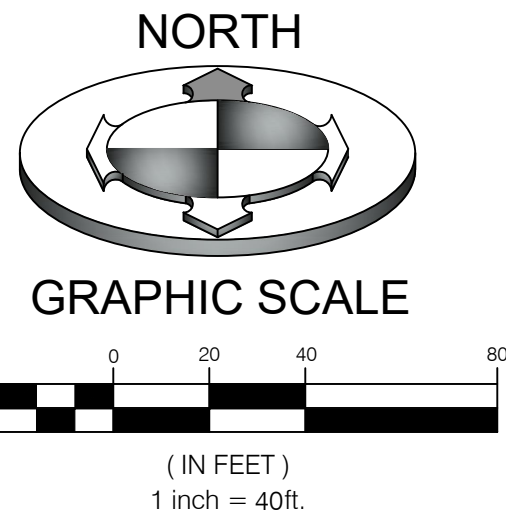
NOTES

1. EASEMENT IN FAVOR OF LOTS 9101-9105 HOLBROOK FARMS PHASE 1 SUBDIVISION USED AS INGRESS/EGRESS AND UTILITY EASEMENT IN FAVOR OF LEHI CITY FOR SEWER, WATER, AND STORM DRAIN.

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THE ____ DAY OF _____, A.D. 2021, BY THE WATER AND SEWER AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR



SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 7240531. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, UPON WHICH HAS BEEN CONSTRUCTED, HEREFTER KNOWN AS LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1 AMENDING LOT 9102, HOLBROOK FARMS PLAT I, A THE CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-11-13 (1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

BOUNDARY DESCRIPTION

ALL OF LOT 9102, HOLBROOK FARMS PLAT I, SITUATE IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN UTAH COUNTY, STATE OF UTAH, WHICH TRACT IS DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 00°08'15" WEST 21.16 FEET ALONG THE SECTION LINE AND WEST 113.56 FEET AND NORTH 43°56'02" EAST 69.82 FEET AND NORTH 00°08'15" WEST 254.81 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 9103, HOLBROOK FARMS PLAT I, RECORDED JUNE 14, 2021, AS ENTRY NO. 108301-2021, AND RUNNING THENCE SOUTH 89°51'45" WEST 346.20 FEET; THENCE NORTH 300.77 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WATERBURY DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: 1) NORTH 89°51'07" EAST 100.88 FEET; 2) SOUTH 86°41'36" EAST 56.83 FEET; 3) SOUTH 41°39'07" EAST 10.07 FEET; 4) NORTH 89°52'23" EAST 131.81 FEET; 5) SOUTH 39°47'52" EAST 77.39 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 3600 WEST; THENCE SOUTH 00°08'15" EAST 230.24 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ENTIRE TRACT OF LAND CONTAINS 100,421 SQUARE FEET OR 2.305 ACRES, MORE OR LESS.

4 UNITS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-M3, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1
AMENDING LOT 9102, HOLBROOK FARMS PLAT I

UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS 'COMMON AREA' (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS 'COMMON AREA' FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS GUESTS AND INVITEES AS SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT. IN WITNESS WHEREOF, THE OWNER(S) HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, A.D. 20__

BY: _____
ITS: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake
ON THIS ____ DAY OF _____, IN THE YEAR 20__, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ THE MANAGING MEMBER OF UNIFIED BUSINESS ALLIANCE, LLC PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT REGARDING LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1 AMENDING LOT 9102, HOLBROOK FARMS PLAT I AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID UNIFIED BUSINESS ALLIANCE, LLC AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME.
MY COMMISSION EXPIRES: _____ COMMISSION NUMBER: _____
(DATE)

PRINT NAME _____ (SIGNED) A NOTARY PUBLIC
COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT, AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF SAID PUBLIC.
THIS ____ DAY OF _____, A.D. ____.

CITY MAYOR _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY ENGINEER _____ ATTEST: _____
CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

PLANNER _____ PLANNING COMMISSION CHAIR _____

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1
AMENDING LOT 9102, HOLBROOK FARMS PLAT I

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
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SHEET 1 OF 3

SURVEYOR'S SEAL



NOTARY PUBLIC SEAL

CLERK - RECORDER SEAL



**BENCHMARK
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LAND SURVEYING**
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

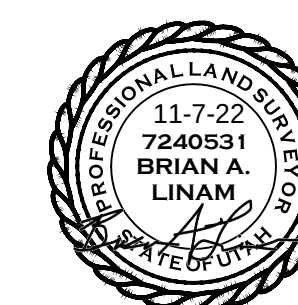


-
- PRIVATELY OWNED UNITS
- COMMON AREAS
- LIMITED COMMON AREAS



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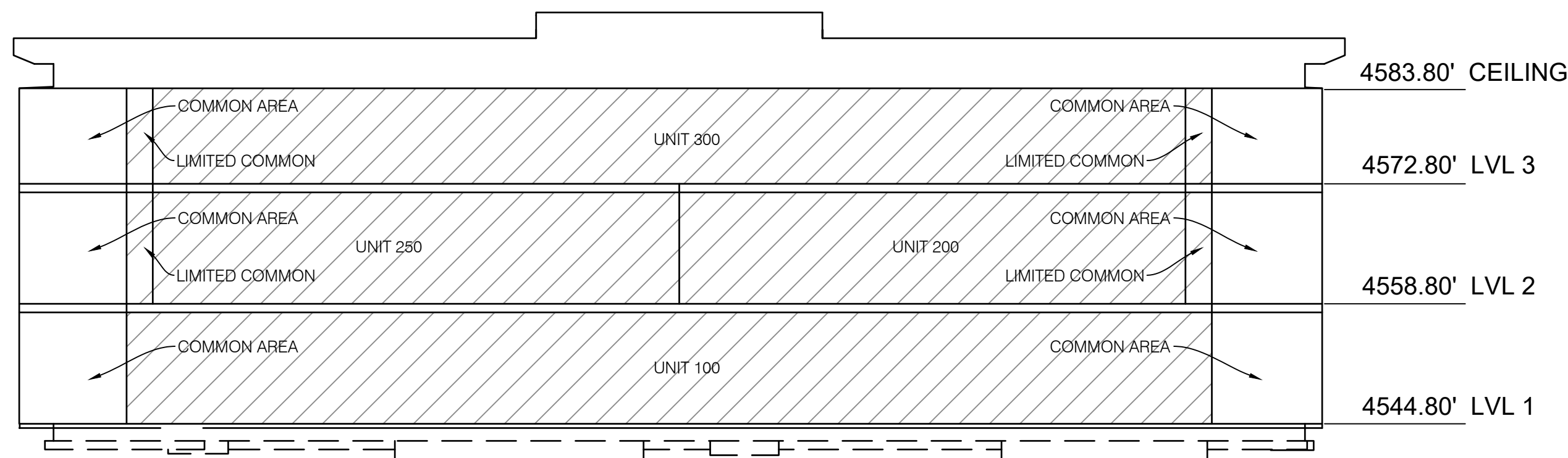


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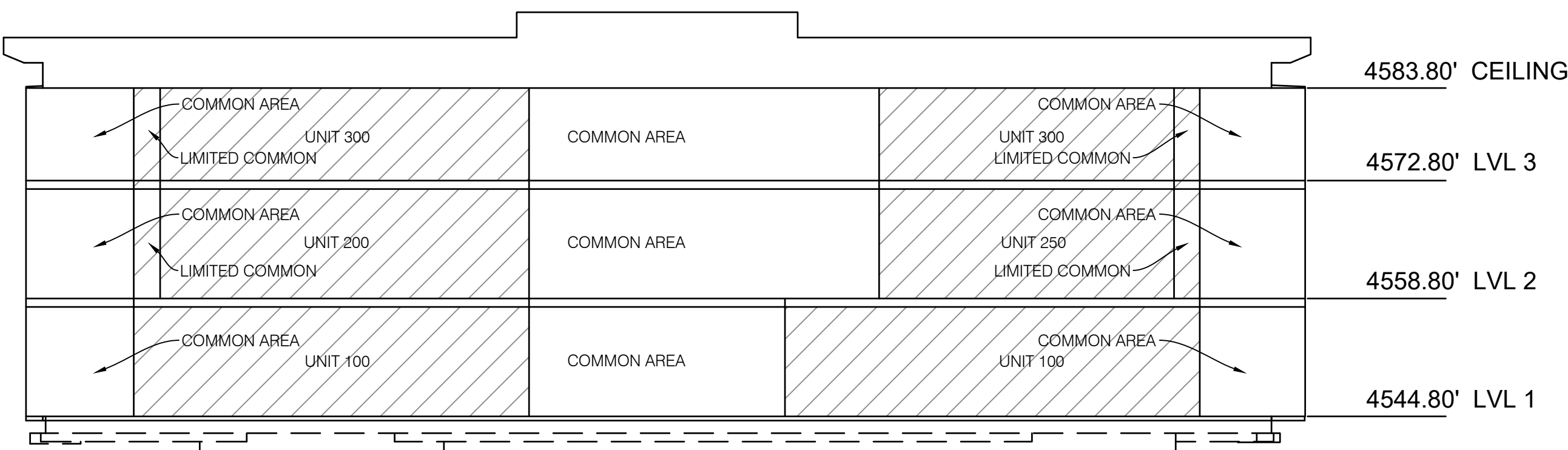
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AMENDING LOT 9102, HOLBROOK FARMS PLAT I

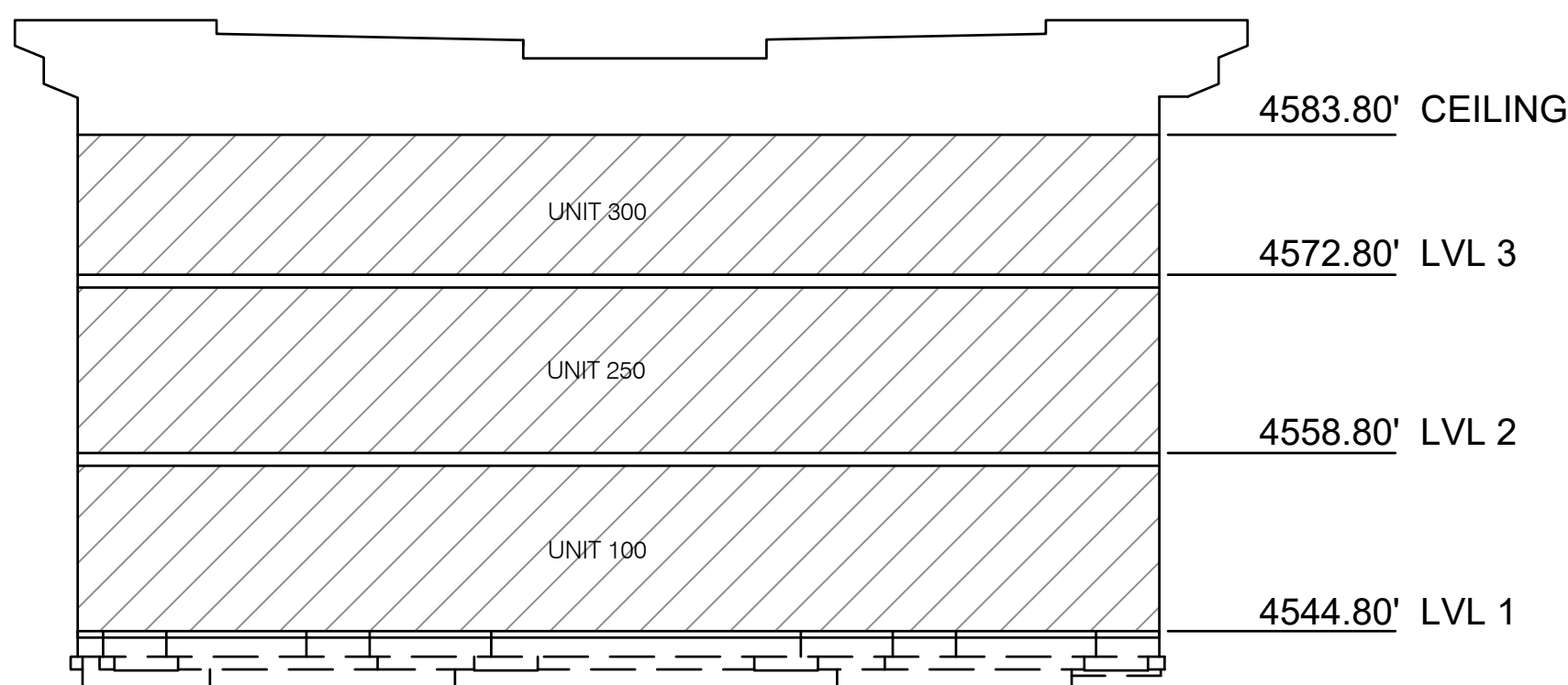
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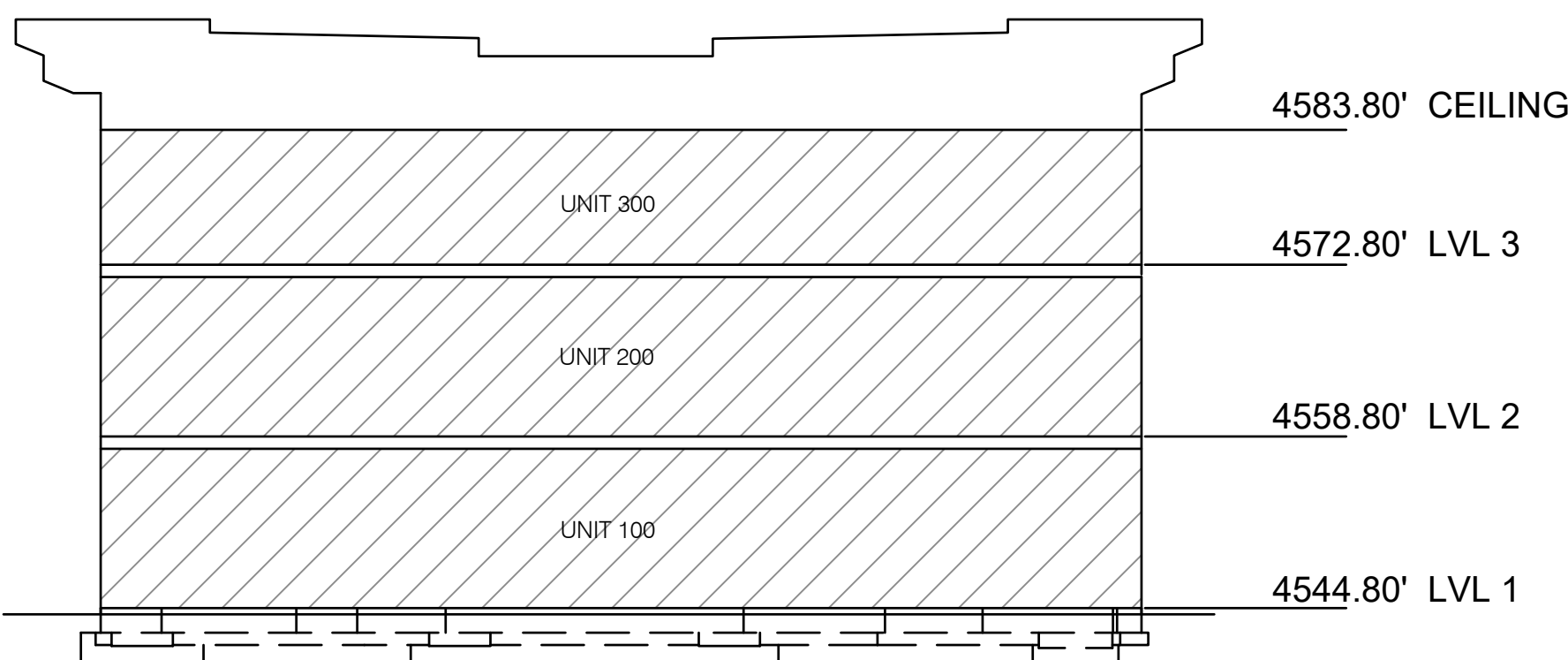
WEST ELEVATION



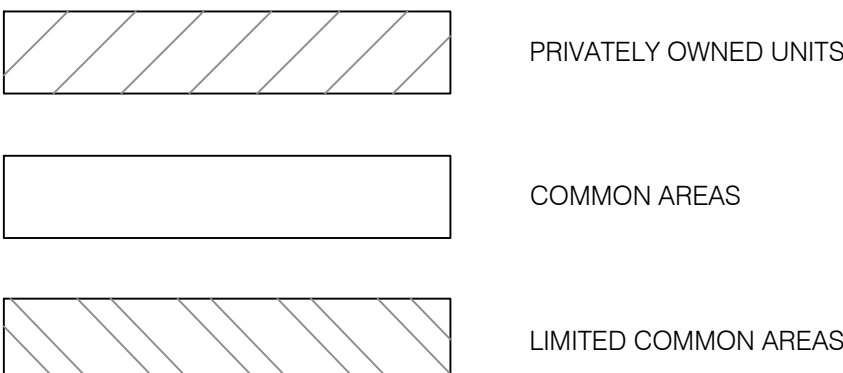
EAST ELEVATION



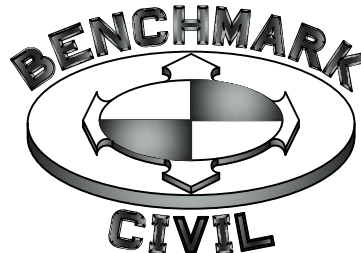
NORTH ELEVATION



SOUTH ELEVATION



SHEET 3 OF 3



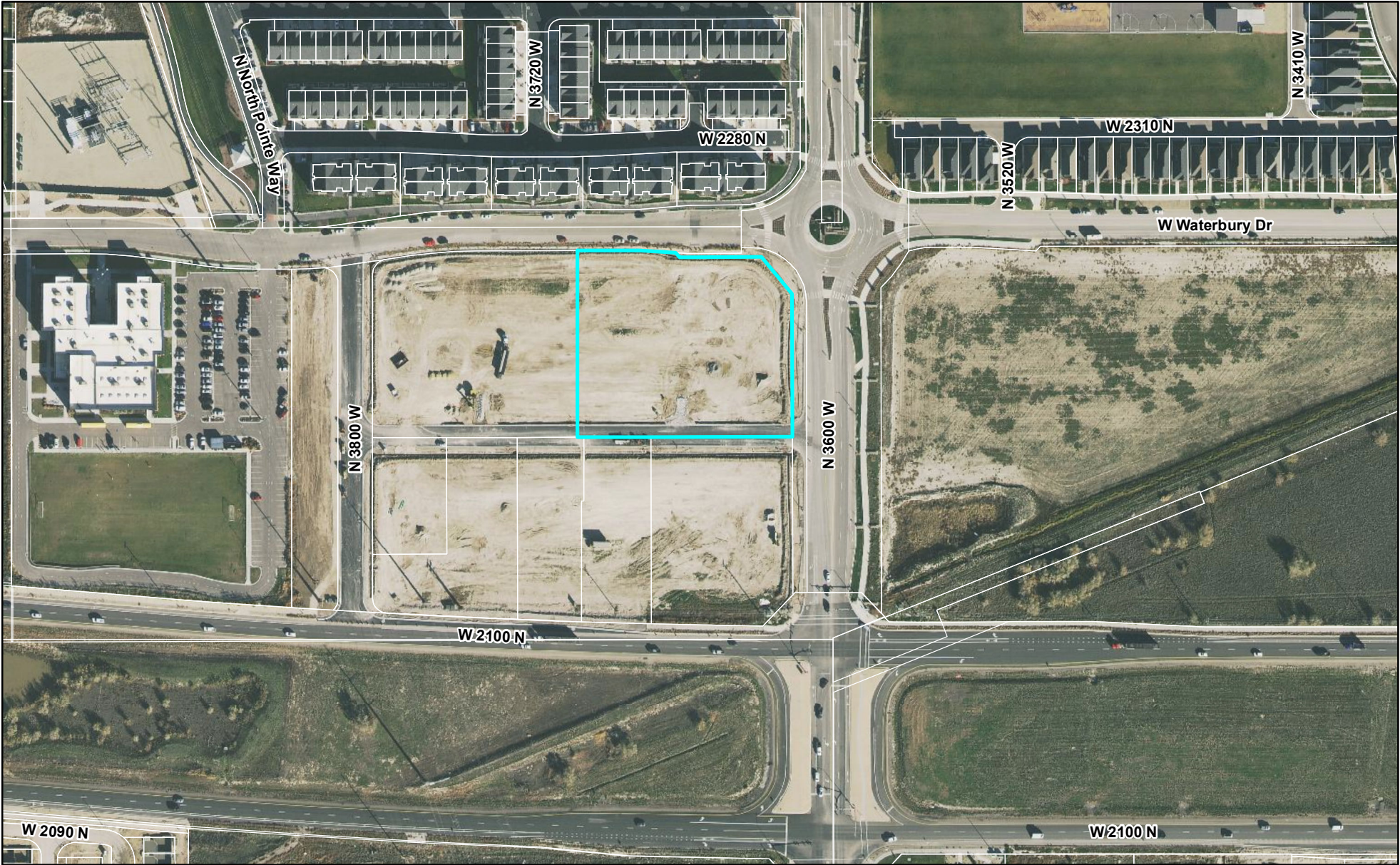
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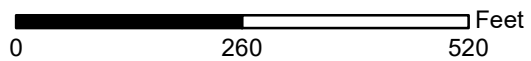
Lehi Medical Condo Plat Phase 1

Zoning Map



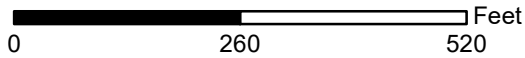
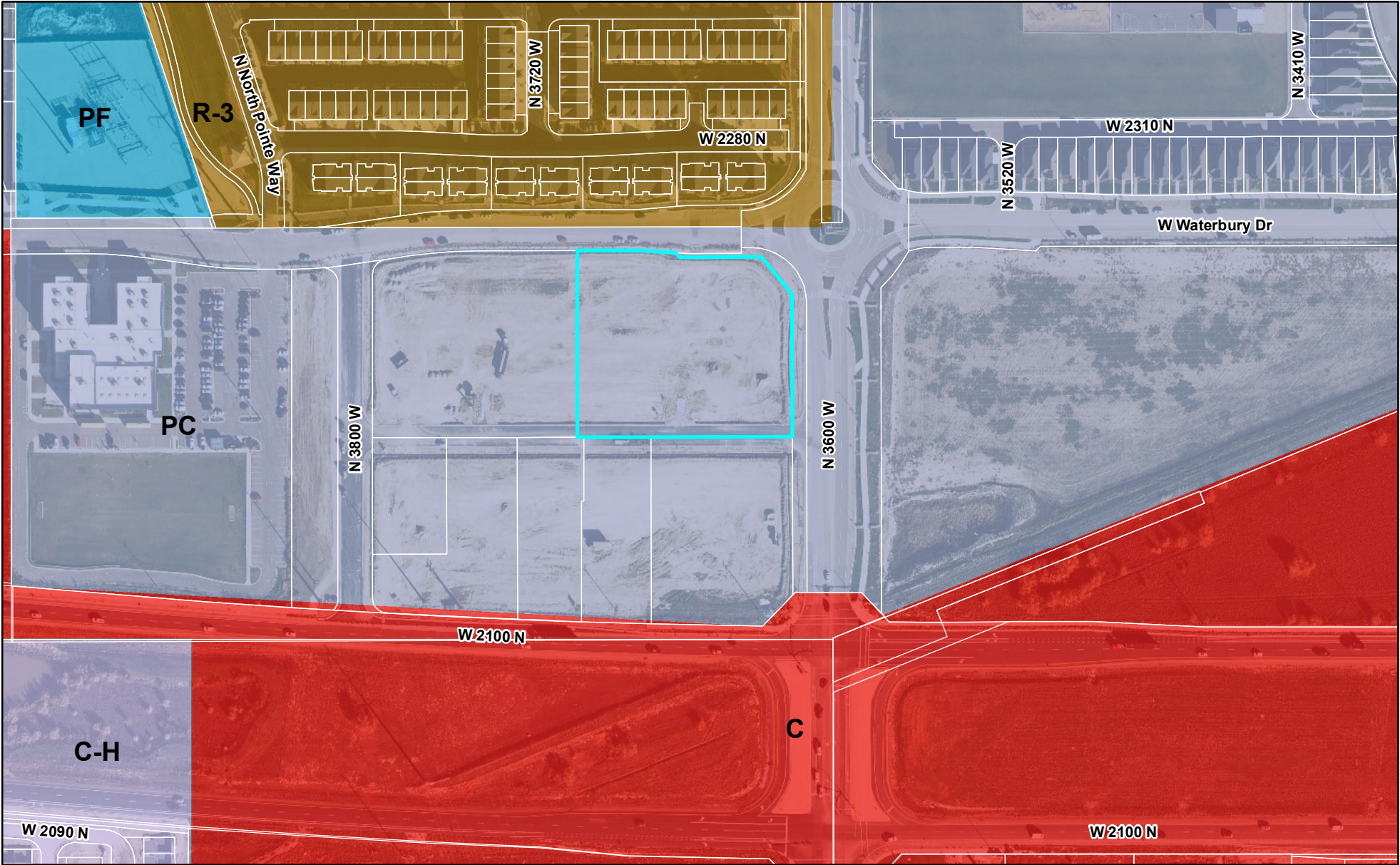
0 260 520 Feet

General Plan



Lehi Medical Condo Plat Phase 1

Zoning Map



City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of approval for the Lehi Medical Office Phase 2 Condo Plat for 6 units located at 3742 West 2150 North.

Suggested Action:

Attachments:

[CC Staff Report Lehi Medical Office Phase 2 Condo Plat 02.13.24.docx](#)

[Lehi Medical Condo Plat Phase 2 DRC 1.24.24.docx](#)

[Lehi Medical Phase 2 Condo Plat 01.24.24.pdf](#)

[Aerial Map2.pdf](#)

[General plan2.pdf](#)

[Zoning map2.pdf](#)

LEHI MEDICAL OFFICE PHASE 2 CONDO PLAT CITY COUNCIL REPORT

Applicant	URE Fund I – Lehi Medical LLC		
Meeting Date	February 13, 2024		
Requested Action/Purpose	Approval of a condo conversion		
Location	3742 West 2150 North		
Project Area	2.26 acres		
Existing Zoning	PC (Planned Community)		
General Plan Land Use Designation	C (Commercial)		
Adjacent Zoning and Land Use	<i>North</i>	R-3	North Pointe Townhomes
	<i>South</i>	PC	Quick-Quack car wash
	<i>East</i>	PC	Lehi Medical Phase 1
	<i>West</i>	PC	Utah Military Academy
Date of DRC Review	January 24, 2024		
Assigned Planner	Katie Bussell		
REQUIRED ACTION			
City Council	Final approval		

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.310. Condominium Plats.

- A. Reference is made to Section 57-8 Utah Code for definition and specific requirements.
- B. Building permits for condominium units may be issued following approval of the final plat by the City Council as provided by this Code. The building permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Chief Building Official.
- C. All condominium plats shall be filed in the office of the Utah County Recorder following completion of construction and before acceptance of improvements.

PROPERTY HISTORY

May 19, 2021 – Property recorded as part of the Holbrook Farms Plat I.
September 23, 2021 – Lehi Medical site plan approved by Planning Commission.

REPORT ANALYSIS

The applicant requests approval of a condo conversion for the existing Lehi Medical Office Phase 2 building that was approved in September of 2021. The request includes condominiumizing the building into six individual units. This will allow for individual ownership of the units within the office complex.

The DRC had 7 redline comments, many pertaining to the plat. Some of note include:

1. Recommend clarifying either shared maintenance agreement between the two owners or installing an additional PI connection.

Please consider all DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed condo conversion meets the requirements of the Lehi City Development Code regarding conversion approvals.
2. The proposed subdivision conforms/does not conform with the goals and policies of the General Plan.
3. Other findings based upon information presented at the public hearing.

**Lehi Medical Office Condo Plat Phase 2
DRC Redline Comments**

URE Fund 1- requests review of the Lehi Medical Office Condo Plat Phase 2 located at 3742 West 2150 North.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie

Representatives of the Applicant Present: Nathan Dye

Date of Plans Reviewed: 1/16/24

Time Start: 1:20 PM

Time End: 1:25 PM

DRC REDLINE COMMENTS:

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Garion – Fire: No comments.

Ryan – Water/Sewer: No comments.

James – Parks:

1. Recommend clarifying either shared maintenance agreement between the two owners or installing an additional PI connection.

Gary – Building/Inspections: No comments.

Shelby – Public Works: No comments.

Brad – Engineering: No comments.

Luke- Traffic: No comments.

Kim – Planning:

2. Add vicinity map
3. Add building address to plat
4. Remove water and sewer authority approval signature box
5. Add a box for the city engineer
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PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)

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LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 2

AMENDING LOT 9101, HOLBROOK FARMS PLAT I

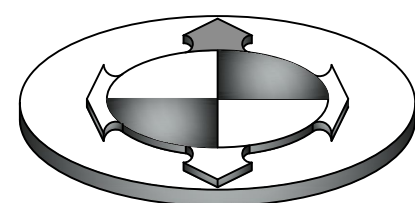
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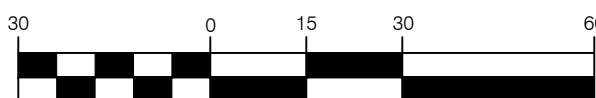
SALT LAKE BASE AND MERIDIAN

LEHI, UTAH COUNTY, UTAH

NORTH



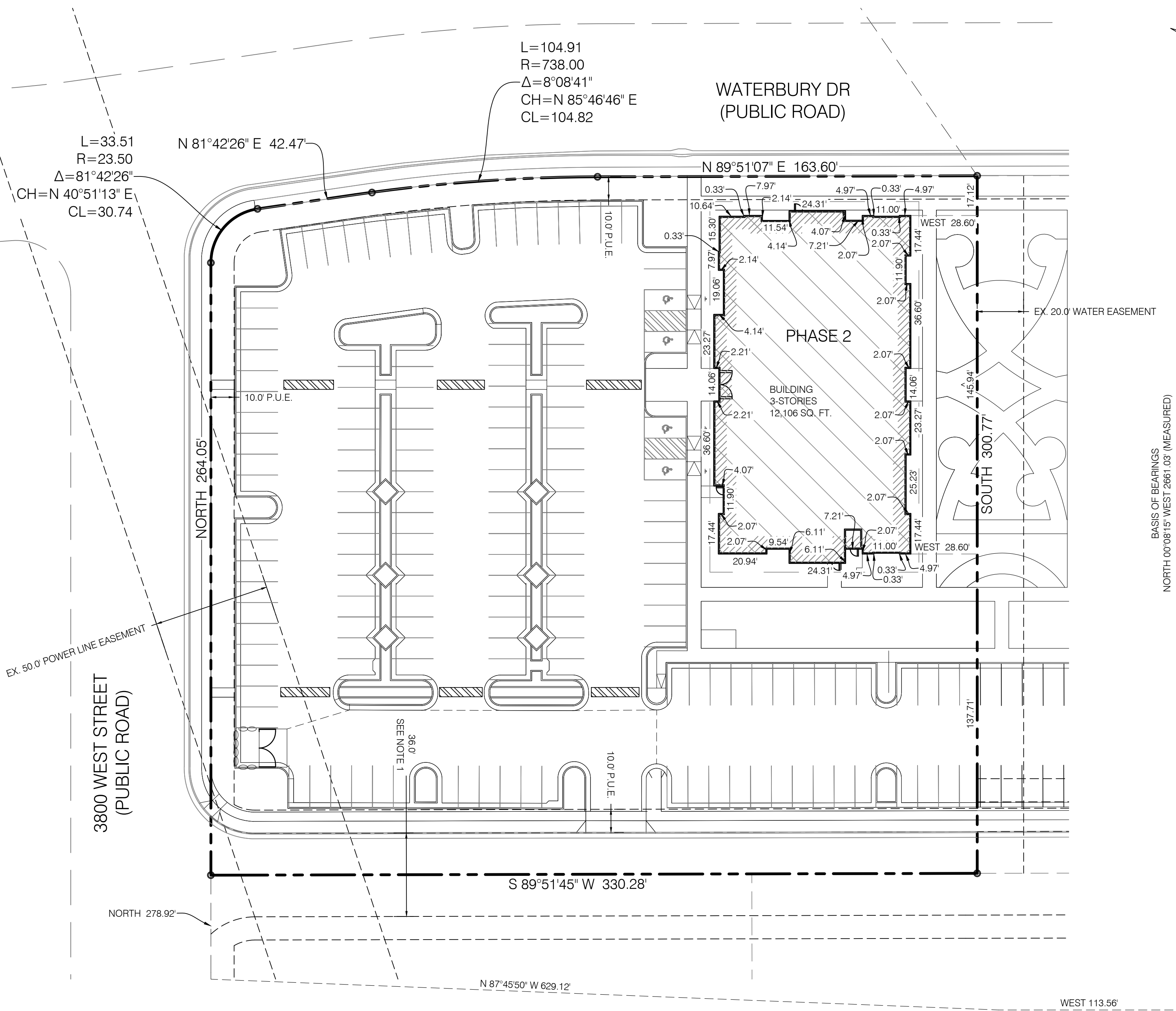
GRAPHIC SCALE



(IN FEET)

1 inch = 30ft.

NORTHEAST CORNER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP)



BASIS OF BEARINGS
NORTH 00°08'15" WEST 2661.03' (MEASURED)

21.16'

EAST QUARTER CORNER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP)

LEGEND & ABBREVIATIONS



SECTION CORNER OR QUARTER CORNER
(FOUND)

BOUNDARY CORNER

(SET 5/8" x 24" REBAR AND CAPS OR PLAT NOTED)

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MARKED "BENCHMARK ENG."

SECTION LINE

BOUNDARY LINE

ADJACENT PROPERTY

STREET CENTERLINE

P.U.E. - PUBLIC UTILITY EASEMENT

RIGHT OF WAY

FIRE HYDRANT

NOTE:

1. EXISTING EASEMENT IN FAVOR OF LOTS
9101-9105 TO BE USED AS INGRESS/EGRESS
AND UTILITY EASEMENT IN FAVOR OF LEHI
CITY SEWER, WATER, AND STORM DRAIN.

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FLOOD ZONE DESIGNATION

SUBJECT PROPERTY DELINEATED AS ZONE "X" BY F.E.M.A. FLOOD
INSURANCE RATE MAP, COMMUNITY PANEL MAP NO. 49049C0145F,
EFFECTIVE JUNE 19, 2020.

ZONE

PC (PLANNED COMMUNITY)

PROJECT ADDRESS

3668 W 2150 N
LEHI, UT 84043

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THE ____ DAY OF _____, A.D. 2021, BY THE WATER
AND SEWER AUTHORITY.

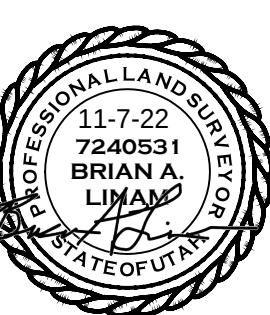
PUBLIC WORKS DEPARTMENT DIRECTOR



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SURVEYOR'S SEAL



NOTARY PUBLIC SEAL

CLERK - RECORDER SEAL

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD
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LOT 9101, HOLBROOK FARMS PLAT I, UTAH CONDOMINIUM PROJECT. IN ACCORDANCE WITH THE
UTAH CONDOMINIUM OWNERSHIP ACT, I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID
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BOUNDARY DESCRIPTION

ALL OF LOT 9101 HOLBROOK FARMS PLAT I, LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 3800 WEST STREET, SAID POINT
BEING NORTH 00°08'15" WEST 21.16 FEET ALONG THE SECTION LINE, AND WEST 113.56 FEET, AND
NORTH 87°45'50" WEST 629.12 FEET, AND NORTH 278.92 FEET FROM THE EAST QUARTER CORNER OF
SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING
THENCE NORTH 264.05 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY
33.51 FEET ALONG THE ARC OF A 23.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH
40°51'13" EAST 30.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WATERBURY
DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:
1) NORTH 81°42'26" EAST 42.47 FEET; 2) NORTHEASTERLY 104.91 FEET ALONG THE ARC OF A 738.00
FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 85°46'46" EAST 104.82 FEET; 3) NORTH
89°51'07" EAST 163.60 FEET; THENCE SOUTH 300.77 FEET; THENCE SOUTH 89°51'45" WEST 330.28 FEET
TO THE POINT OF BEGINNING.

CONTAINS 98,247 SQ. FT. OR 2.255 ACRES, MORE OR LESS.

6 UNITS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND
DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS
CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-3, SUBDIVIDING THE LAND
INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS
AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1 AMENDING LOT 9101, HOLBROOK FARMS PLAT I

UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO
THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY IN
AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF
CONDOMINIUM APPLICABLE TO THIS PROJECT AS 'COMMON AREA' (INCLUDING PRIVATE STREETS
AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES
AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS
SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS 'COMMON AREA'
FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS GUESTS AND INVITEES AS
SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.
IN WITNESS WHEREOF, THE OWNER(S) HAVE HEREUNTO SET OUR HANDS THIS ____ DAY
OF _____, A.D. 20 ____

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } S.S.

ON THIS ____ DAY OF _____, IN THE YEAR 20 ____, BEFORE ME _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____ THE MANAGING MEMBER OF
URE FUND 1- LEHI MEDICAL LLC PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND
CONSENT REGARDING LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1 AND WAS SIGNED BY HIM/HER
ON BEHALF OF SAID UNIFIED BUSINESS ALLIANCE, LLC AND ACKNOWLEDGED THAT HE/SHE/THEY
EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ COMMISSION NUMBER: _____
(DATE)

PRINT NAME _____ (SIGNED) A NOTARY PUBLIC
COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT, AND
HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR
THE PUBLIC PURPOSE OF THE PERPETUAL USE OF SAID PUBLIC.
THIS ____ DAY OF _____, A.D. ____.

CITY MAYOR _____	CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____	CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____	CITY COUNCIL MEMBER _____
CITY ENGINEER _____	ATTEST: CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

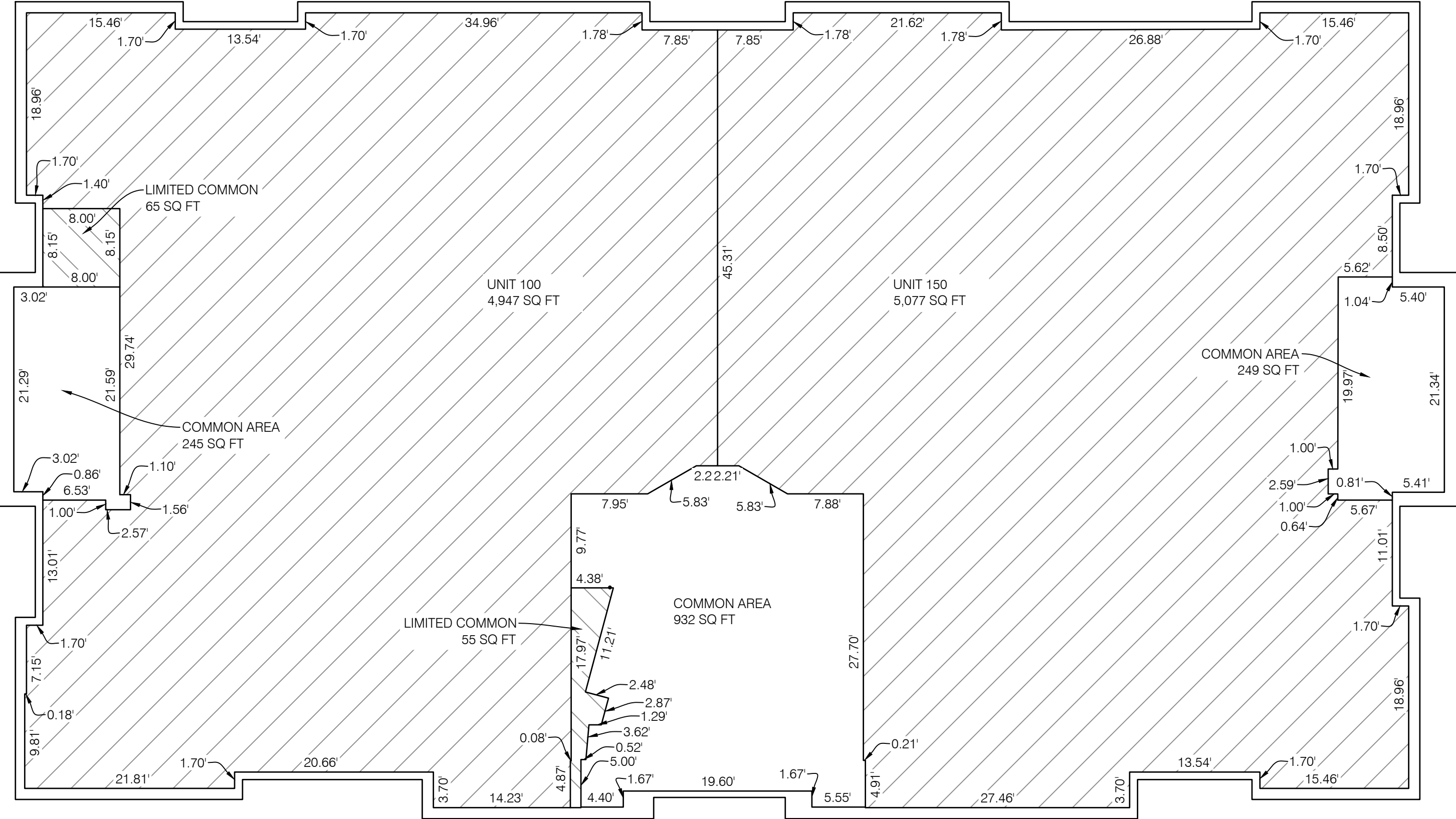
PLANNER _____ PLANNING COMMISSION CHAIR _____

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 1 AMENDING LOT 9101, HOLBROOK FARMS PLAT I

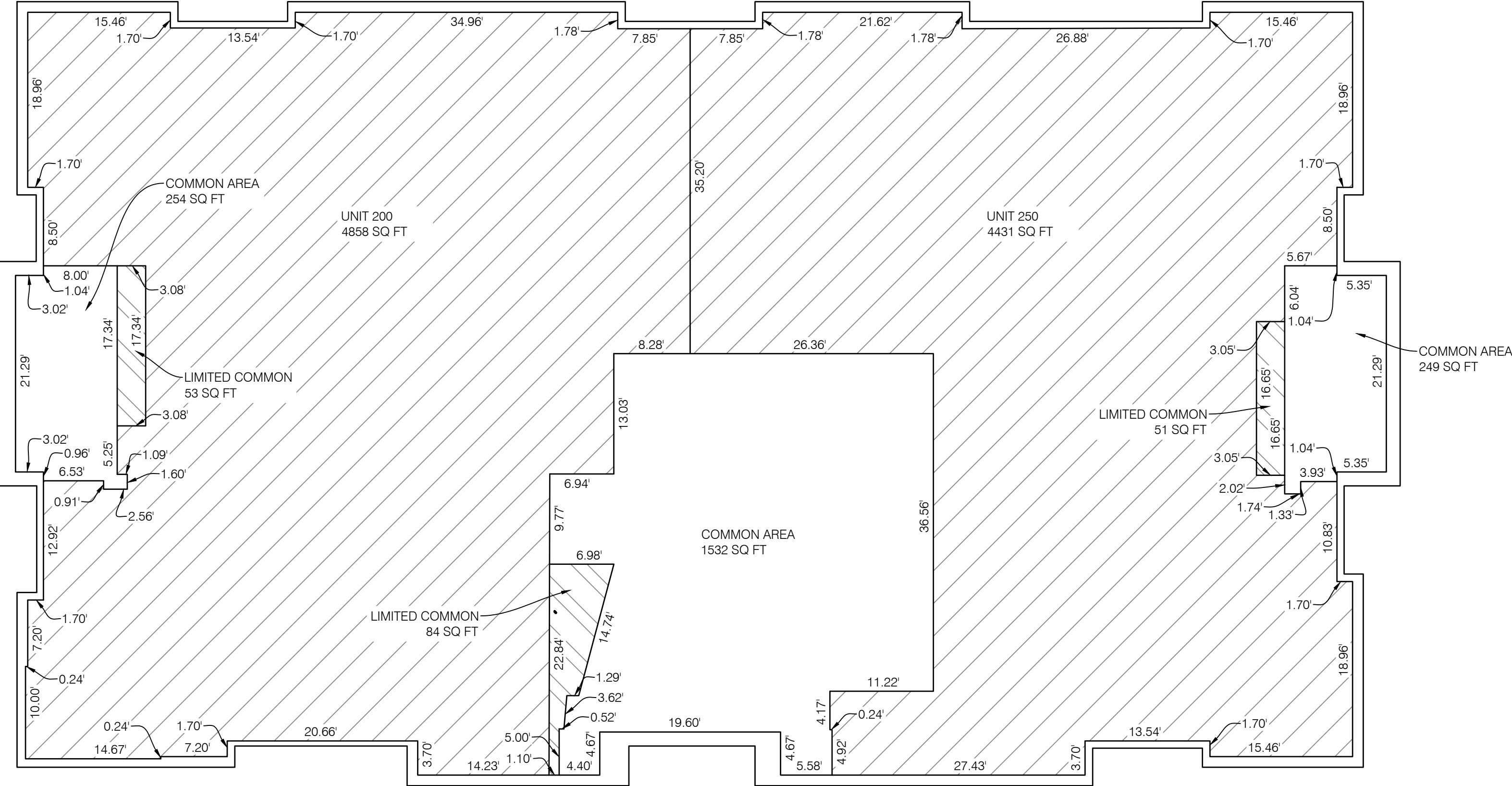
LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LEHI, UTAH COUNTY, UTAH

SHEET 1 OF 3

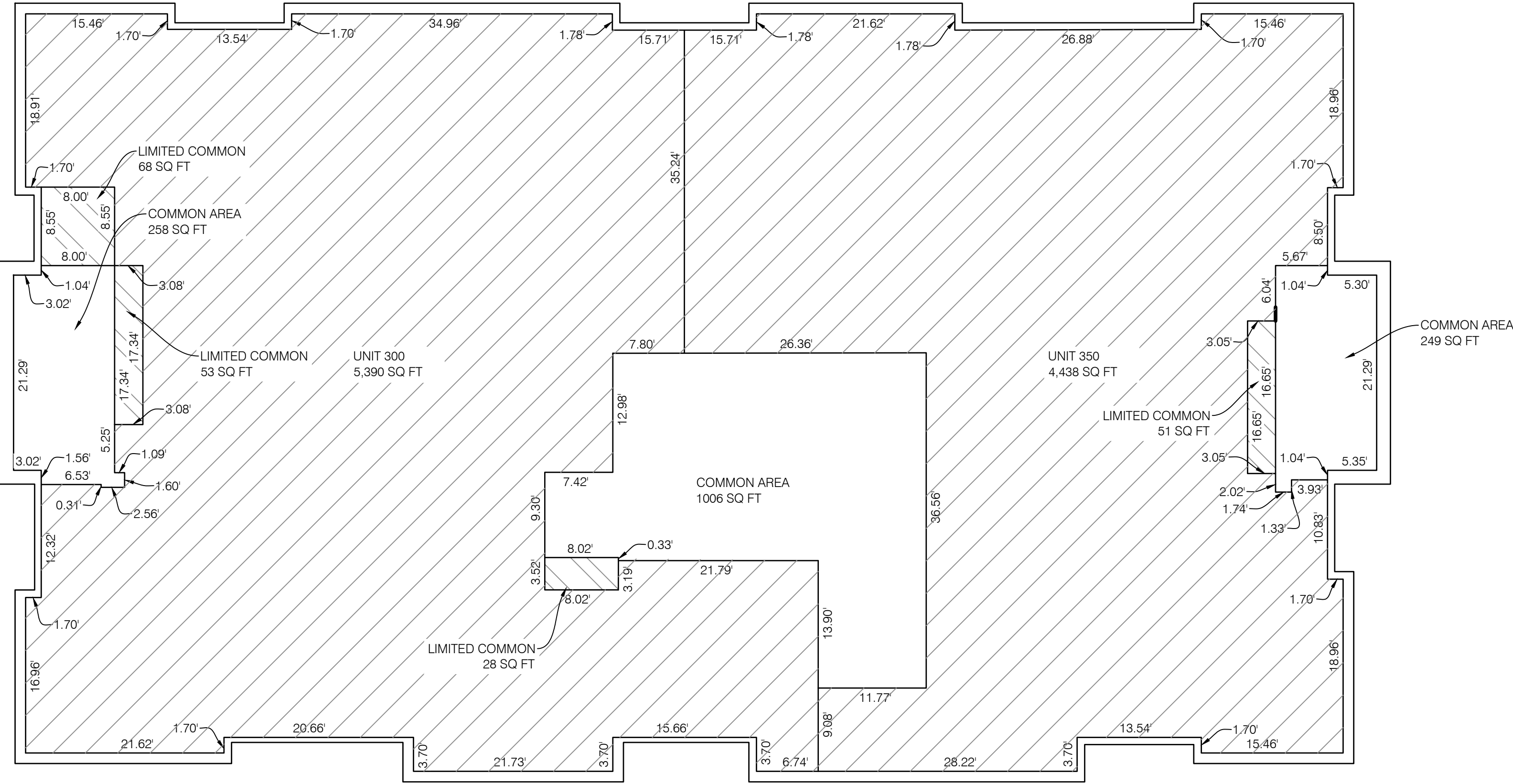
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AMENDING LOT 9101, HOLBROOK FARMS PLAT I
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TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LEHI, UTAH COUNTY, UTAH



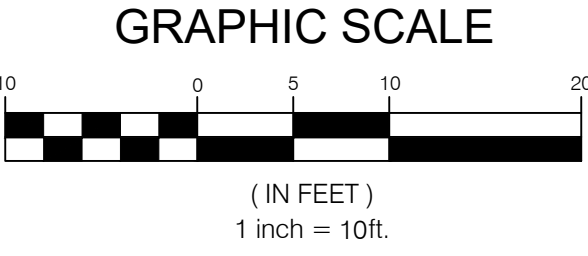
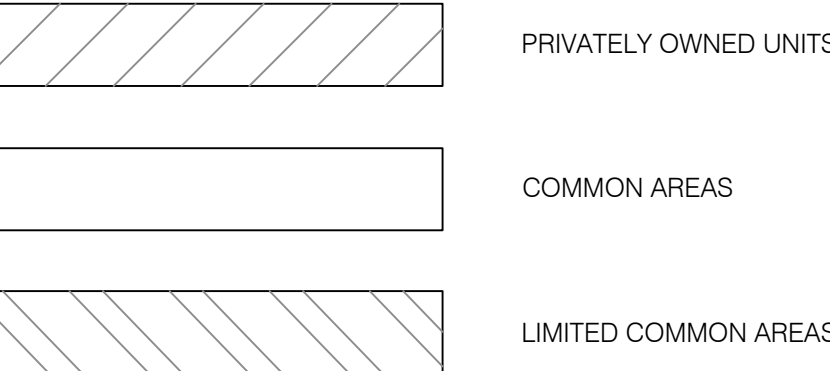
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

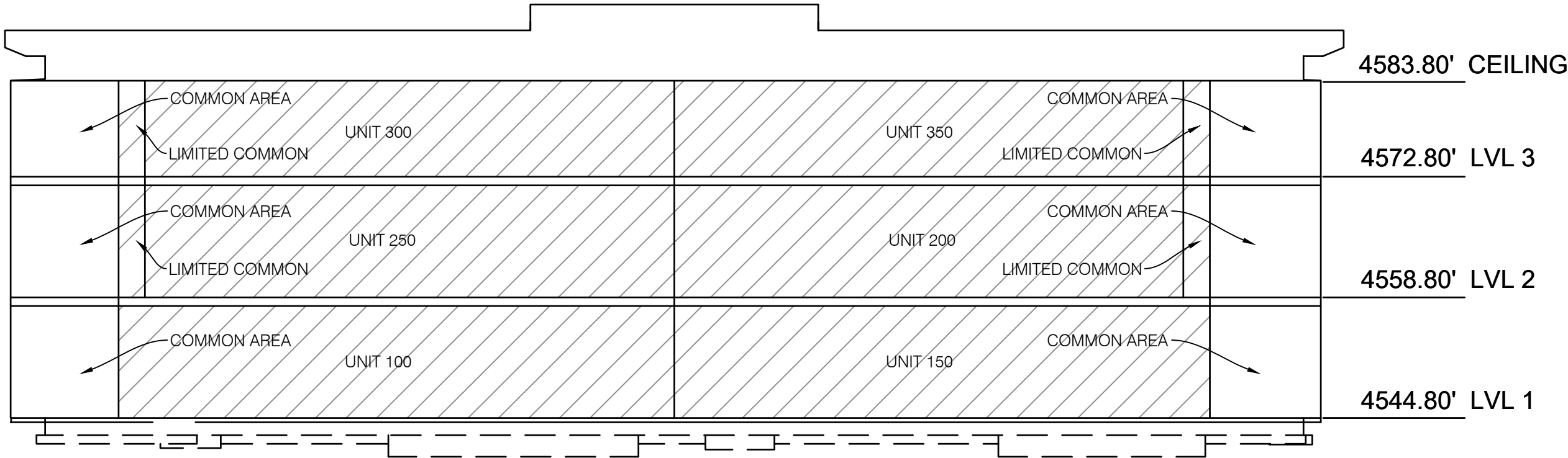


BENCHMARK
ENGINEERING &
LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

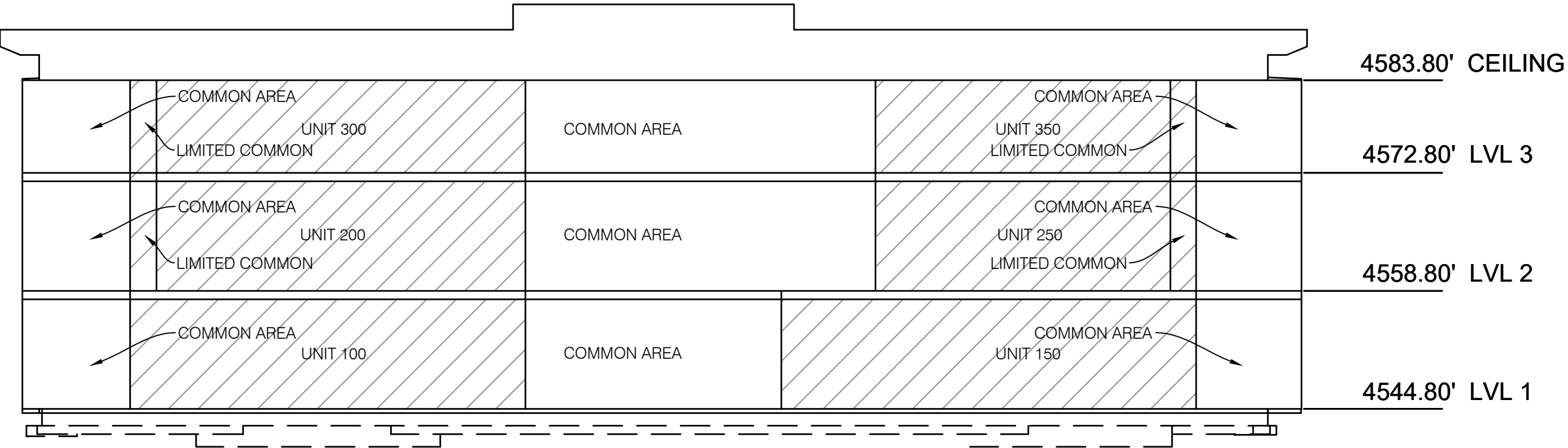
PROFESSIONAL LAND SURVEYOR
11-7-22
7240531
BRIAN A. LINAM
STATE OF UTAH

LEHI MEDICAL OFFICE CONDOMINIUMS PHASE 2
LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LEHI, UTAH COUNTY, UTAH

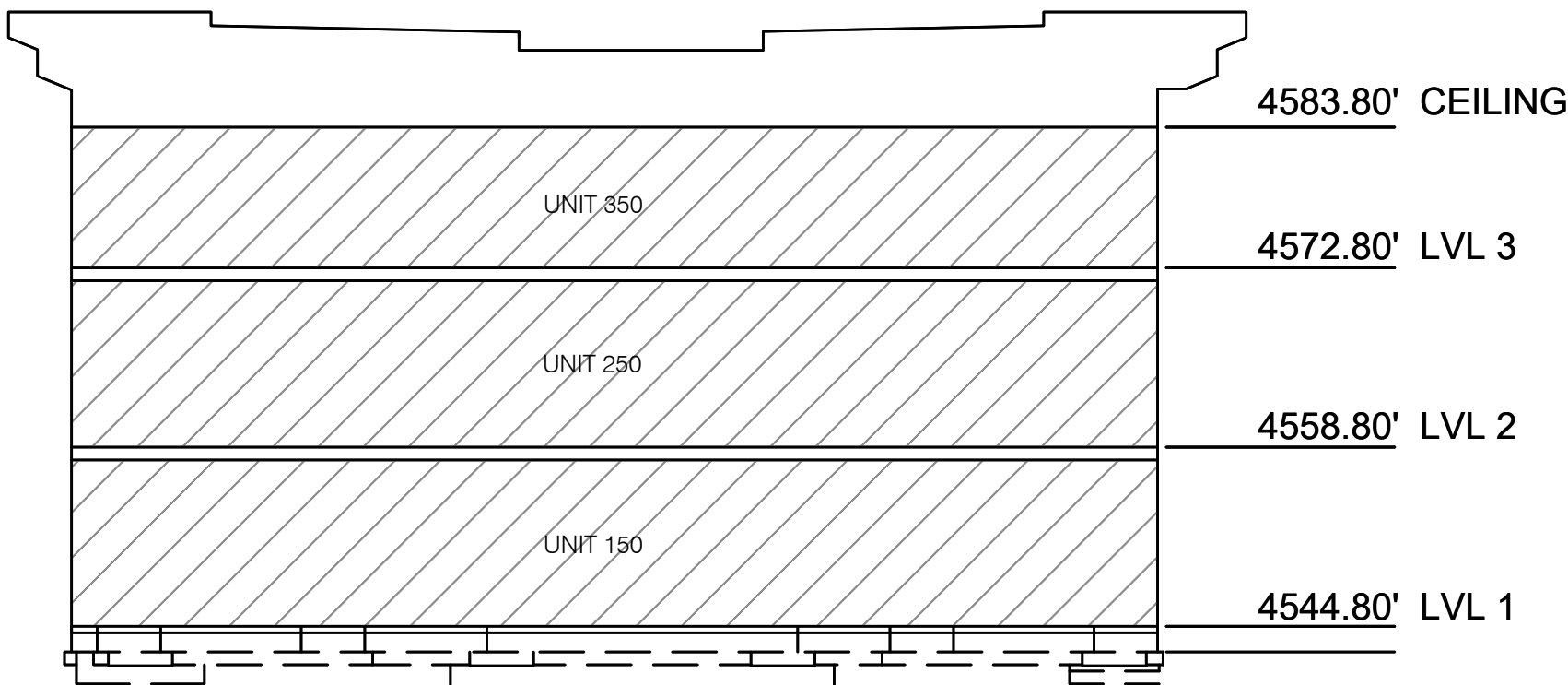
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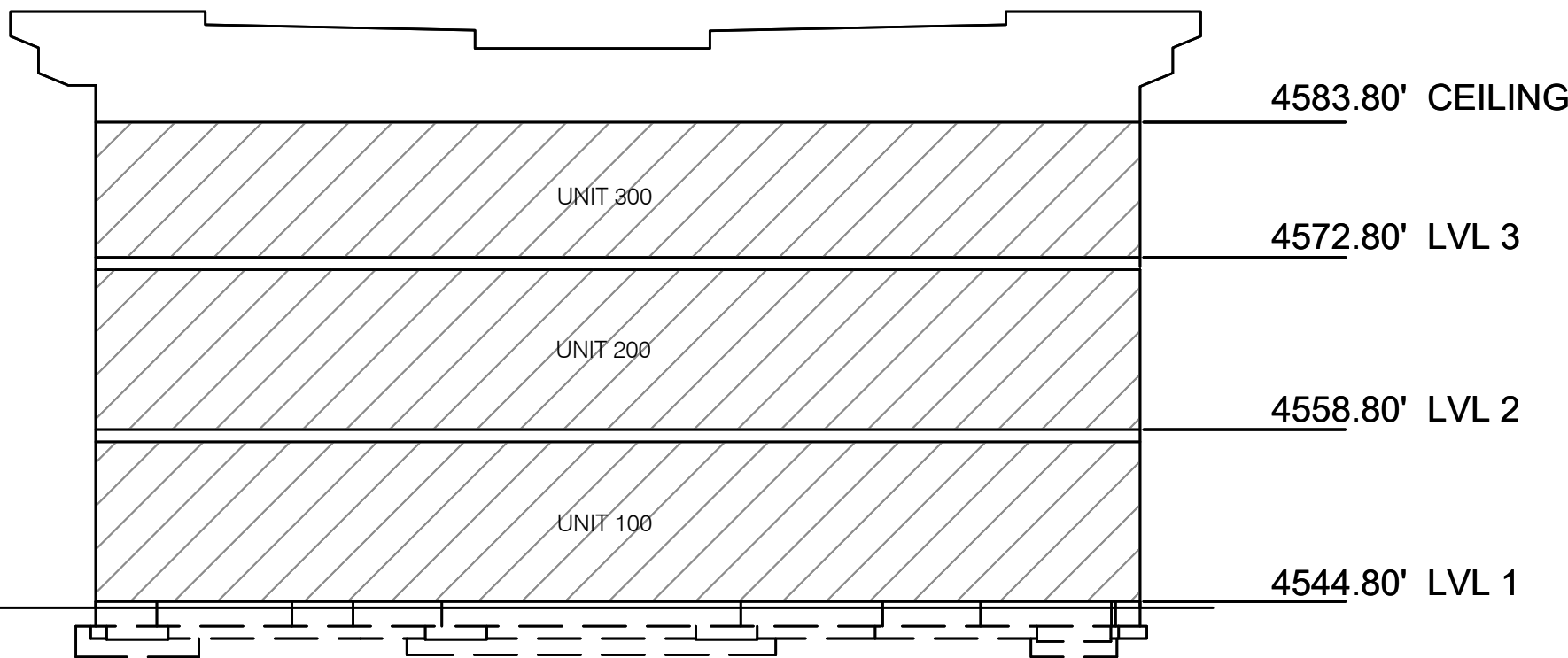
WEST ELEVATION



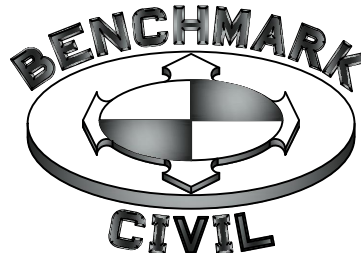
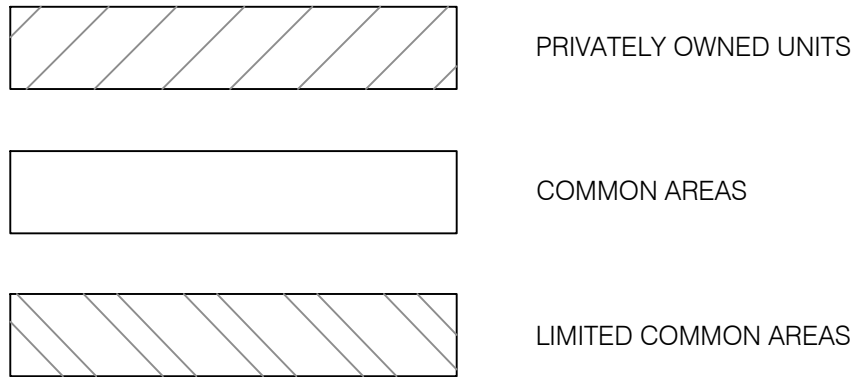
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



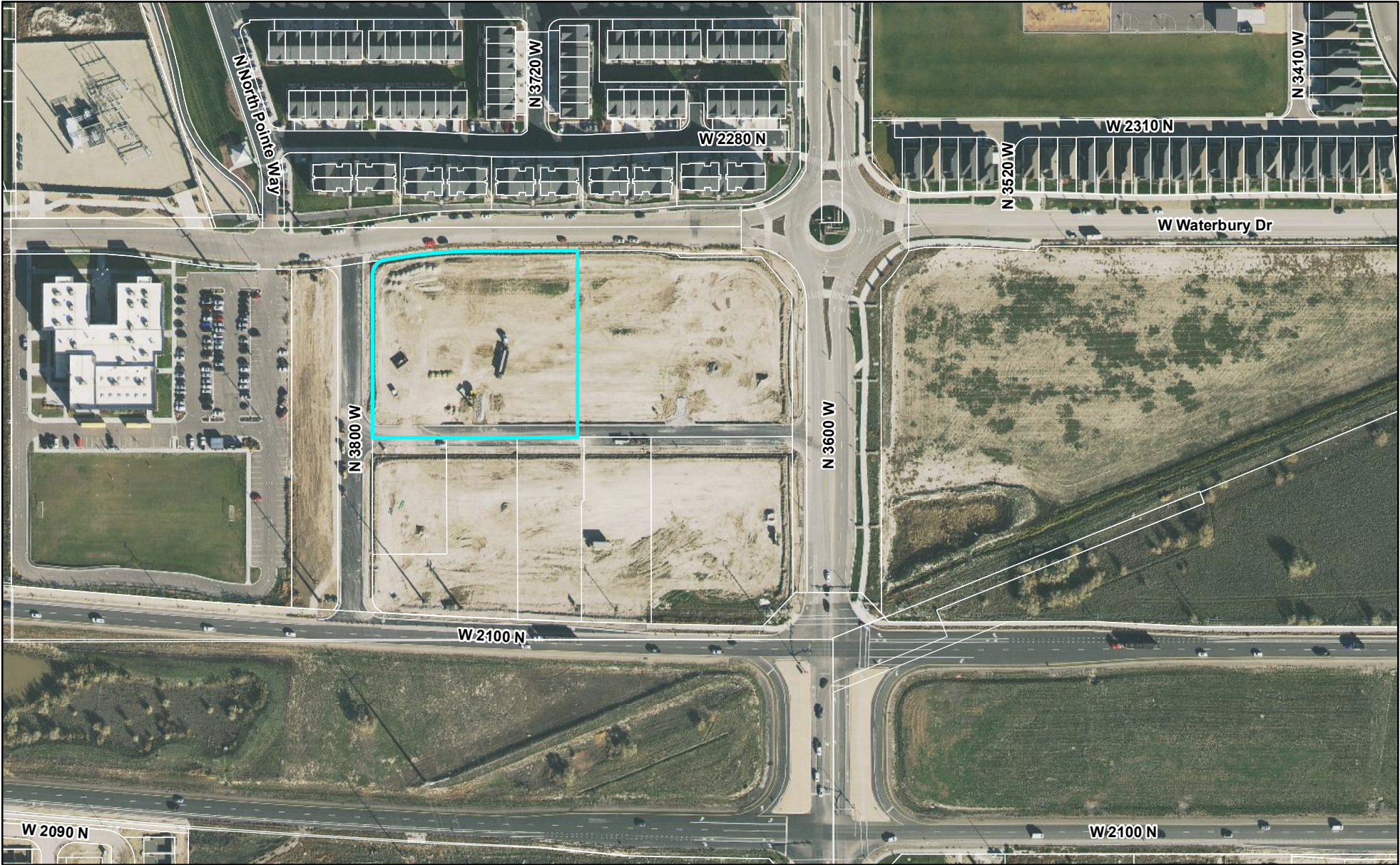
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LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LEHI, UTAH COUNTY, UTAH

Lehi Medical Condo Plat Phase 2

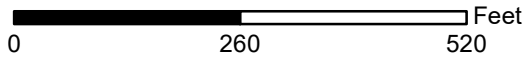
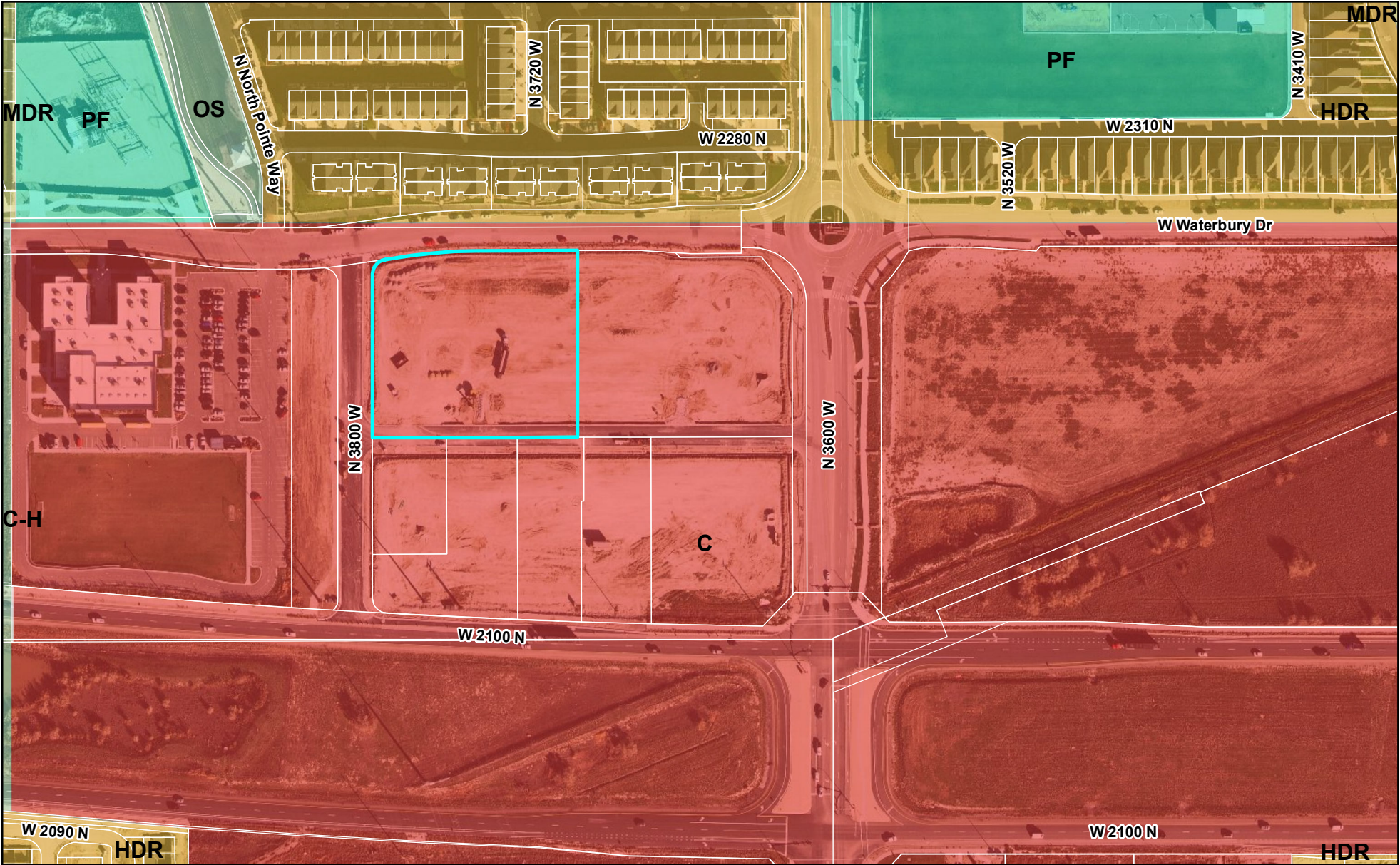
Aerial Map



0 260 520 Feet

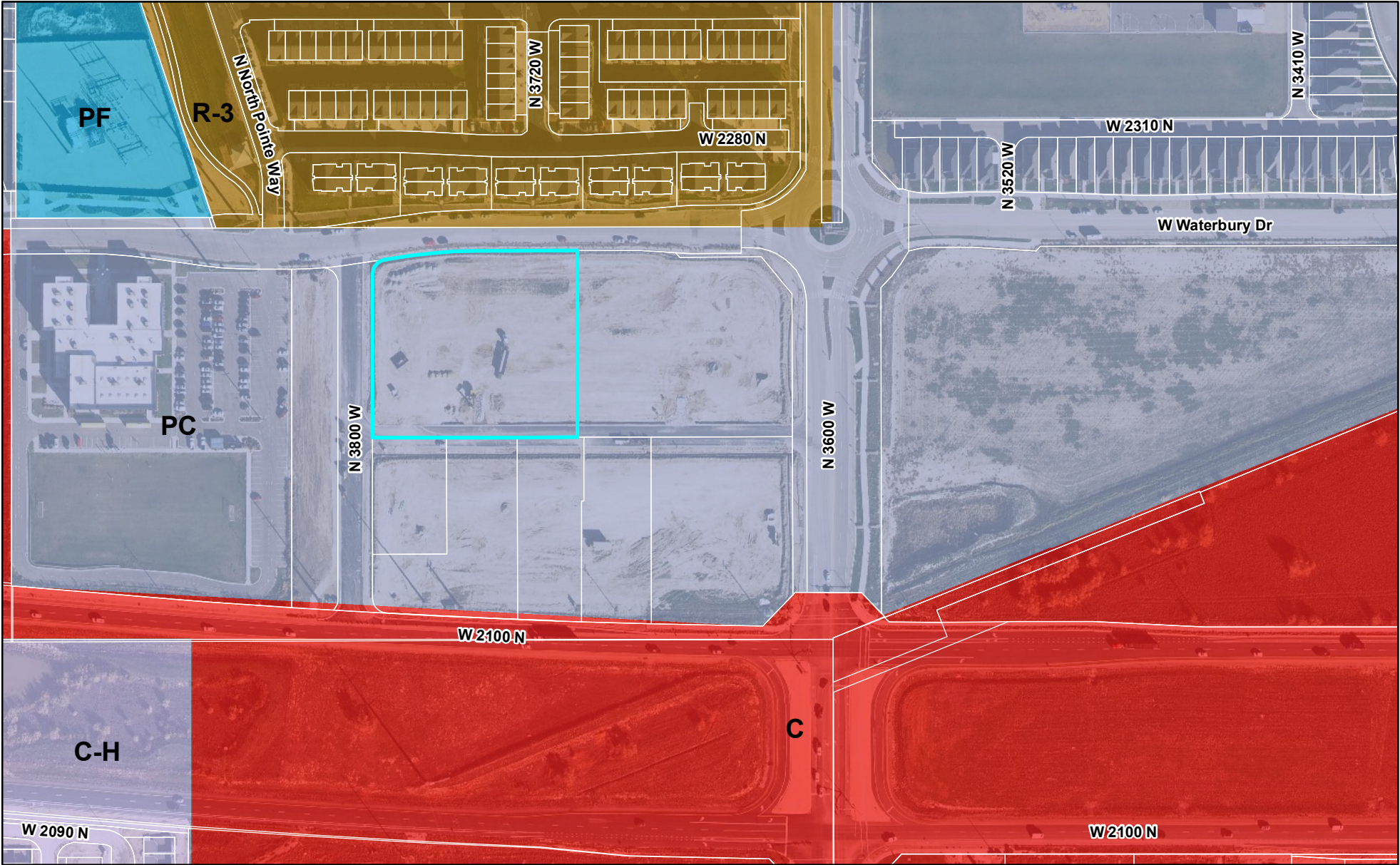
Lehi Medical Condo Plat Phase 2

General Plan



Lehi Medical Condo Plat Phase 2

Zoning Map



0 260 520 Feet

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-01 approving a Cooperative Agreement between UDOT, DR Horton and Lehi City for traffic improvements near Center Street and Timpanogos Highway.

Suggested Action:

Attachments:

[Res 2024-01.docx](#)

[2024-1-29 Agreement-UDOT_Lehi_Center St Signal DR Horton Clean.docx](#)



RESOLUTION NO. 2024-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”) AND D.R. HORTON INC. FOR A TRAFFIC SIGNAL AT CENTER STREET AND SR-92

WHEREAS, D.R. Horton has a commercial and residential land development project in progress on the north side of SR-92 (Timpanogos Highway) in the vicinity of Center Street; and

WHEREAS, UDOT has an existing three leg traffic signal operating at the intersection of SR-92 and Center Street and desires to have a fourth leg (north) of the intersection constructed, which includes modifications to the existing traffic signal;

WHEREAS, the City, UDOT and D.R. Horton desire to coordinate the work to install traffic signal improvements at the intersection at Center Street and SR-92;

WHEREAS, on February 13, 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 the Cooperative Agreement with UDOT and D.R. Horton; 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, UDOT, and D.R. Horton 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 13th day of February, 2024.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", the LEHI CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as the "CITY", and D.R. HORTON, a Delaware corporation, hereinafter referred to as the "DEVELOPER",

WITNESSETH:

WHEREAS, CITY and DEVELOPER have a commercial and residential land development project in progress on the NORTH side of SR-92 (Timpanogos Highway) in the vicinity of Center Street; and

WHEREAS, UDOT has an existing three leg traffic signal operating at the intersection of SR-92 and Center Street and desires to have a fourth leg (north) of the intersection constructed, which includes modifications to the existing traffic signal; and

WHEREAS, this Agreement is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The parties hereto have met and decided UDOT will pay for and at all times own state supplied signal equipment for the new traffic signal including: poles, mast arms, cabinet, luminaire extensions, vehicle detection and signal controller. UDOT will also be responsible for the review and acceptance of the design plans of the signal and associated roadway improvements and ROW documents.

2. The CITY and DEVELOPER will pay for and coordinate, through a qualified contractor and design firm, the construction and design of a modified fully functioning and operational traffic signal, including but not limited to: traffic signal design plans, traffic control, roadway widening, ADA compliant pedestrian ramps, right-of-way dedications, and related site improvements, foundations, poles, cabinet, wiring, conduit, signal heads, and luminaires. If the CITY desires to have emergency vehicle pre-emption equipment installed on the signals, the CITY will provide the equipment to be installed as part of the signal construction. The DEVELOPER and the CITY agree to work cooperatively with UDOT to properly access existing state roads and properly construct roadway improvements in compliance with applicable laws, regulations, and UDOT documents that apply to the access and construction.

- a. SR-92/Center Street Additional Roadway Improvements – The CITY and DEVELOPER will pay for and coordinate the following roadway enhancements based on the traffic impact study provided by the developer:
 - i. On the south leg of the intersection provide increased lane storage to accommodate vehicle demand of 350 vehicles/hour for each of two NB left turn

Federal ID No: _____

lanes, a single NB through lane, a NB shared through/right turn lane, and 2 SB receiving lanes for a minimum of 500 ft. south of SR-92.

- ii. On the west leg of the intersection provide two EB left turn lanes with storage to accommodate vehicle demand of 150 vehicles/hour for each lane in addition to the existing lane configuration of two through lanes and a dedicated right turn lane with 500 ft. of storage.
- iii. On the north leg of the intersection provide two SB left turn lanes with storage to accommodate vehicle demand of 360 vehicles/hour for each lane, a single SB through lane, a SB shared through/right turn lane and two NB receive lanes for a minimum of 500 ft. north of SR-92.

3. The CITY and DEVELOPER, using an approved right of way design firm from the 2022-2025 UDOT Engineering Services Pool, will prepare or cause to be prepared the required right of way documents in accordance with the UDOT Right of Way Design Manual and submit them to UDOT for review and approval, prior to signal construction and operation.

4. The CITY and DEVELOPER will apply for a permit for Center Street's modified access to SR-92 through the UDOT permitting process. The UDOT permit will further outline the requirements for the CITY and DEVELOPER.

5. There will be no exchange of funds between the CITY, DEVELOPER and UDOT.

6. The CITY and DEVELOPER will, by its standard specification and/or special provisions, make its Contractor aware of the coordination and cooperation required with UDOT for completion of the traffic signal work. UDOT shall be advised of the approximate schedule for completion of said work and the CITY shall diligently pursue its work, or cause DEVELOPER's work to be diligently pursued, so that completion of work can be accomplished as soon as possible.

7. The CITY, while engaged in the work covered herein, shall comply, or cause DEVELOPER's contractor to comply, with UDOT's "Standard Specifications for Road and Bridge Construction".

8. With respect to work performed, DEVELOPER shall not discriminate in its choice of contractors and shall adhere to the provisions contained in Section II of the Federal Highway Administration's Form PR 1273

9. CITY is required to keep on file "as constructed plans" of all their work covered herein pursuant to pages 5-4 and 5-13 of UDOT's "MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS OF WAY" for future reference.

10. Upon completion of construction of the new traffic signal improvements and acceptance thereof by UDOT, UDOT shall own and maintain the new traffic signal improvements. The CITY shall continue to own and maintain the Center Street roadway and associated appurtenances owned by the CITY at no cost to UDOT as provided by Utah Administrative Rule 918-6, including maintenance of the street lights above the traffic signals. To the extent they may lawfully do so, each party shall be responsible for the maintenance and liability that may result from their new facilities or operation thereof

Federal ID No: _____

pursuant to Rule 918.6. The CITY agrees to allow UDOT full access to maintain the traffic signal system in the future.

11. DEVELOPER shall indemnify and hold the CITY and UDOT and their respective officers, officials, elected representatives, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses, and costs arising out of or resulting from DEVELOPER's negligent acts or failures to act in performing this Agreement and installing the new traffic signal. DEVELOPER shall not be liable for either the CITY's or UDOT's own negligent acts.

12. It is understood that access for maintenance and servicing of any CITY property located on the right of way of UDOT will be permitted only by permit issued by UDOT to the CITY, and that the CITY will obtain said permit and abide by conditions thereof for policing and other controls in conformance with UDOT's current edition of the "MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHT OF WAY".

13. Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

Federal ID No: _____

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

ATTEST:

LEHI CITY,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
D.R. HORTON, a

Delaware corporation

By: _____

Title: _____

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Region Three Permits Engineer

Region Three Director

Date: _____

Date: _____

COMPTROLLER OFFICE

By: _____

Contract Administrator

Date: _____

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #05-2024 adopting amendment to the Lehi City Municipal Code, Chapter 12.24, City Cemetery, adding headstone size restrictions in certain sections.

Suggested Action:

Attachments:

[Ord 05-2024.docx](#)

[Cemetery ordinance.docx](#)



ORDINANCE NO. 05-2024

AN ORDINANCE ADOPTING ADMENDMENTS TO CHAPTER 12.24 – CITY CEMETERY

WHEREAS, in order to enhance the efficient operation of the Lehi City Cemetery, city staff is proposing amendments to Chapter 12.24 – City Cemetery; and

WHEREAS, on February 13, 2024, the Municipal Council held duly noticed public meetings to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) Lehi City Code Chapter 12.24 should be amended as shown on the attached Exhibit “A”; 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:

Current Chapter 12.24 is hereby amended as shown in Exhibit “A”.

PART II:

A. If a provision of this Ordinance 05-2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various 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 Municipal 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 Lehi City Council this 13th day of February, 2024.

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder

EXHIBIT “A”

Chapter 12.24 CITY CEMETERY

12.24.010: PURPOSE:

12.24.020: GENERAL PROVISIONS:

12.24.030: DEFINITIONS:

12.24.040: OWNERSHIP AND CERTIFICATES:

12.24.050: PROCEDURES:

12.24.060: FUNERAL AND INTERMENT:

12.24.070: RULES AND LANDSCAPING:

12.24.080: MARKERS AND MONUMENTS:

12.24.090: DECORATING GRAVESITES AND OTHER REGULATIONS:

12.24.100: INFANT CEMETERY:

12.24.010: PURPOSE:

The purpose of the cemetery is to provide an affordable, peaceful and well maintained permanent resting place and memorial for the deceased. (Ord. 11-2012, 4-24-2012)

12.24.020: GENERAL PROVISIONS:

The cemetery is owned by the city, and shall be operated and maintained by the city parks department. Cemetery records shall be maintained by the city. (Ord. 11-2012, 4-24-2012)

12.24.030: DEFINITIONS:

BODY: The remains of one human body (cremated or otherwise) or the remains of a mother and such mother's infant child.

CEMETERY: The real property owned by Lehi City, used and reserved for interment of the dead.

CERTIFICATE FEE: The fee charged by the city for issuing a duplicate certificate or by transferring certificate or transferring interment rights, adding names or documents to the certificate records, as set forth therein.

CITY: Lehi City Corporation.

DISINTERMENT: The opening or excavation of an existing space.

FEE SCHEDULE: The current Lehi City fee schedule as adopted and amended by the Lehi City council.

INFANT: A fetus or a child up to two (2) years of age whose remains will fit into ½ the normal sized space in a combination casket vault that is less than five (5) feet wide by five (5) feet long.

INFANT CEMETERY: The section of the Cemetery reserved for the burial of infants

INTERMENT OR INTER: The burial of a body into a space.

LOT: An area containing eight (8) spaces.

NONRESIDENT: Any person who is not a resident of Lehi City.

RESIDENT: Any person who is a legal resident of Lehi City.

SPACE: A legal and authorized gravesite generally measuring five feet by ten feet (5' x 10') and intended for interment.

TRANSFER: To sell, donate, exchange, trade or convey a space. (Ord. 11-2012, 4-24-2012)

12.24.040: OWNERSHIP AND CERTIFICATES:

- A. Rights Of Ownership: In accordance with Utah Code Annotated section 8-5-7, the city shall sell only the right to be interred in the city cemetery. The purchase of interment rights in any lot or space as evidenced by a certificate of interment rights shall provide only the right to be interred in the cemetery, and is not a deed to convey title to real property.
- B. Purchase Of Spaces: Residents must provide evidence in a form acceptable to the city that they are a resident of Lehi City. Residents and nonresidents may purchase spaces in the cemetery for the current prices listed and as adopted by the Lehi City council on the fee schedule. The purchaser may purchase spaces of one to a maximum of eight (8). The purchase price for each space includes perpetual care with no maintenance fee to be assessed, and must be paid for in full at the time of purchase. There are no sale agreements or payment arrangements. All spaces purchased for the resident rate shall be clearly marked on the certificate to indicate that the owner paid the resident pricing for the space. Absolutely no cemetery space will be held or reserved. Spaces can be traded for other spaces, but the owner will be required to pay the difference between the original cemetery space and the current published cemetery space price. Purchaser is to list two (2) persons as beneficiary recipients of their said spaces in the event that the purchaser is deceased and has remaining spaces left.
- C. Certificate Of Ownership: Owners of each space shall be issued a certificate of interment rights which describes the location of the space within the cemetery. The city shall retain a duplicate record of all certificates of interment rights issued. City records shall be the official record of ownership for all spaces. The certificate of interment rights shall include a statement that uses of the space are subject to these rules.

- D. **Transfer Of Space:** A certificate of interment rights for an unoccupied space may be transferred by the owner of the space by: 1) presenting the original deed or certificate; 2) completing a space transfer form; 3) paying the certificate fee for each new certificate that is required by virtue of the transfer; and 4) either appearing in person and producing photo identification proving owner identity, or have the owner's signature on the space transfer form notarized by a licensed notary. The transfer of certificates of interment rights owned by deceased persons may be completed in accordance with the Utah uniform probate code. If a deed or certificate cannot be located by an individual or a family for presentation, the parks manager or his/her designee may, with the authorization of the city administrator, make such arrangements for transfer and/or burial as are equitable and appropriate considering all the circumstances. If spaces are purchased at the resident rate and are transferred to a nonresident who is not the space owner's spouse, parent, sibling, child, grandchild or great grandchild, prior to a new certificate being issued, the transferee must pay the difference between residential rate and nonresidential rate at the time of transfer, and pay the certificate fee charge. For every space transferred, a new certificate of interment rights shall be issued and the old certificate shall be null and void and remitted with the transfer forms and requests.
- E. **Duplicate Certificates Of Interment Rights:** Duplicate certificates of interment rights may be issued upon written request of owner and payment of the certificate fee. Duplicate certificates of interment rights shall be clearly marked with the words "duplicate certificate".
- F. **Abandonment And Forfeiture Of Space:** The city council may terminate the rights of owners of spaces in accordance with Utah Code Annotated section 8-5-1 et seq. (Ord. 11-2012, 4-24-2012)

12.24.050: PROCEDURES:

- A. **Caskets Or Coffins:** No more than one body may be buried in any one space, or two (2) infants, or a maximum of six (6) remains in any one space, upon approval of the parks manager or his/her designee. Vertical stacking of caskets, vaults, coffins or urns is not allowed. All bodies, remains or other items buried with the body must be in a casket, coffin or urn. All caskets, coffins or urns must be enclosed in a city approved concrete vault. The casket, coffin or urn shall contain only the body or remains of the deceased, clothing and jewelry, and other small personal items that fit therein.
- B. **Excavating Spaces:** Authorized city personnel shall be responsible for the excavation of gravesites. The parks manager or his/her designee may allow a third party to excavate a gravesite. Authorization must be provided in writing.
- C. **Application:** The city shall not open a space for interment, provide interment services or disinterment services until the city has received a completed application form for interment or disinterment, signed by a relative of the deceased, ecclesiastical leader or licensed funeral director representing the deceased, together with the fee as provided herein.
- D. **Proof Of Ownership:** If the deceased is the sole owner of the space, the city shall verify the identity of the deceased prior to interment. If the space is owned by someone other than the

deceased, written permission in a form acceptable to the city from the owner of the certificate shall be required prior to any interment.

- E. Payment Of Fees: The fee to open and close a gravesite, as set forth on the fee schedule, shall be paid prior to any interment or disinterment. Mortuaries that collect opening and closing gravesite fee will be billed on a monthly basis.
- F. Additional Fees And Charges: Fees and costs in addition to those set forth in the fee schedule may be charged for special circumstances requiring additional city staff, equipment or resources. Such additional charges shall be paid in full prior to any interment or disinterment.
- G. Closing Of Gravesites: City personnel shall close any open gravesite promptly after the casket or coffin is placed in the vault.
- H. Disinterment Services: The city shall provide disinterment services only for persons buried in a nonbiodegradable vault and in accordance with applicable statutes, rules and regulations. (Ord. 11-2012, 4-24-2012)

12.24.060: FUNERAL AND INTERMENT:

- A. Prohibited Days: The city will not provide interment or disinterment service on the following days: Sundays, New Year's Day, Independence Day, Pioneer Day, Labor Day, Memorial Day, Thanksgiving Day or Christmas Day.
- B. Hours Of Services: Graveside services or interments shall be conducted between the hours of eight o'clock (8:00) A.M. and three o'clock (3:00) P.M., unless otherwise approved by the parks manager or his/her designee.
- C. Length Of Services: Graveside services and/or interments shall not exceed two (2) hours in length, unless authorization is provided by the parks manager or his/her designee.
- D. Funeral Processions: Upon entering the cemetery, all funeral processions shall be under control and direction of the parks manager or his/her designee.
- E. Gravesite Decorations: Any grave decoration, funeral design, flowers or other items left at a gravesite are subject to be removed for maintenance purposes. Removal of flowers, grave decoration, etc., will occur after seven (7) days, or as soon thereafter as the weather will allow. (Ord. 11-2012, 4-24-2012)

12.24.070: RULES AND LANDSCAPING:

- A. Recreational Activity: No recreational or athletic activities are permitted within the cemetery. Walking or jogging on designated roadways is allowed.

- B. Noise: All visitors to the cemetery shall maintain reasonable levels of noise to avoid disturbing other visitors and/or neighbors at the cemetery. Loud music, shouting, yelling, barking dogs and all other loud noises are prohibited.
- C. Damage Or Removal Of Headstones Or Markers: It is unlawful to damage or remove any headstone, tombstone or marker, or city property located in the Lehi City Cemetery, or to desecrate any gravesite within the cemetery. Violators will be prosecuted to the full extent of the law.
- D. Placement Of Markers, Headstones, Etc.: No placement of grave markers, headstones, etc., shall occur without preauthorization by the parks manager or his/her designee.
- E. Animals: Domestic and companion animals are not allowed on cemetery property unless properly restrained. Properly restrained animals shall not be allowed to urinate or defecate on a gravesite, headstone, grave marker, etc. The owner of a properly restrained animal is responsible to remove any fecal matter his/her animal deposits on cemetery property.
- F. Individual Landscaping: No private mowing or digging will be allowed within the cemetery. Flowers may not be planted without permission of the parks manager or his/her designee. No private individual shall plant any plant, tree, shrub or bush. Any plant, tree, shrub or bush planted by a private individual without permission from the parks manager or his/her designee will be removed and disposed of.
- G. Motor Vehicles: Motor vehicles shall remain on clearly designated roadways within the cemetery, unless provided express consent by city personnel.
- H. Visitation Hours: Cemetery hours shall be from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. daily, unless otherwise noted.
- I. Signs And Advertisements: No unauthorized signs or advertisements shall be displayed within the cemetery.
- J. Traffic Ordinances: City traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect within the cemetery. The speed limit within the cemetery shall be five (5) miles per hour.
- K. Children: Children under the age of sixteen (16) years shall not be allowed within the cemetery unless accompanied by a parent or a chaperone whom is at least eighteen (18) years of age. Exceptions to this rule are allowed for persons attending an authorized funeral service, placing of flowers on a gravesite of a deceased relative or friend, or performing any other customary respect or respectful actions consistent with the environment maintained within the cemetery.
- L. Surface Grade: No blocks, lots or spaces shall be raised above the established grade.

M. Alcohol Or Tobacco: Consumption of alcohol beverages and smoking is not allowed in the cemetery at any time. (Ord. 11-2012, 4-24-2012)

12.24.080: MARKERS AND MONUMENTS:

- A. Fencing And Dividers: No space shall be defined by fences, railings, coping, hedges, trees, shrubs, embarking depression or any other markers to describe its corners or boundaries, unless approved by the parks manager or his/her designee.
- B. Headstones, Markers And Monuments: Raised headstones, markers and monuments are allowed in the cemetery. The owners of the certificate of space or relatives of interred persons in the cemetery are required to erect and maintain in a manner satisfactory to the city, and at the expense of the space certificate holder or relatives of deceased, a headstone or marker or other suitable monument at the head of the gravesite with the name of the deceased person inscribed thereon. All headstones, markers and monuments must be in an orderly row and reasonably in line with all other such markers in that lot. On a cremation, or space with more than one remains, one headstone for the entire space is allowed, unless approval of the parks manager or his/her designee is given.
- C. Headstone, Marker And Monument Bases: All headstones, markers and monuments shall have a stone or cement base, level with the ground, extending outward from the perimeter of the base of the headstone or marker and shall be six inches (6") on all sides, with a minimum thickness of four inches (4").
- D. Specifications For Raised Headstone, Marker Or Monument:
1. For a single raised headstone, marker or monument, the width (side to side) shall not exceed forty eight inches (48"), not including the six inch (6") base. The height shall not exceed forty eight inches (48"), including the base of the headstone, marker or monument. The depth shall not exceed twenty four inches (24"), not including the base.
 2. For a double raised headstone, marker or monument, the width (side to side) of a raised double headstone, marker or monument shall not exceed seventy six inches (76"), not including the six inch (6") base. The height and depth specifications are the same as a single raised headstone, marker or monument.
 3. For a single raised headstone, marker or monument in sections K, 14N, 15N, 17N, & 18N, the width (side to side) shall not exceed thirty inches (30"), not including the six-inch (6") base. The height shall not exceed forty-eight inches (48"), including the base of the headstone, marker, or monument. The depth shall not exceed twenty-four inches (24') not including the base.
- E. Specifications For Flat Markers: Flat markers shall not be smaller in surface measurement than twelve inches by eighteen inches (12" x 18"), not including the base and not larger than twenty one inches by forty two inches (21" x 42"), not including the base.

- F. Materials: All headstones, markers and monuments must be made of real bronze, glazed granite or other permanent materials acceptable to the city and designees. Headstones, markers and monuments shall not be made of wood, sandstone or any other material which is susceptible to decay and/or erosion.
- G. Vases: All permanent vases placed in the cement or the stone base of a headstone, marker or monument shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed, provided they do not project horizontally beyond the base of the monument, marker or headstone.
- H. Permanent Gravesite Decorations: All permanent gravesite decorations must be approved by the park manager or his/her designee. Shepherd hooks, works of art and solar lights, if installed, must be placed in the cement or stone base of the headstone, marker or monument. There must be holes for these items to be placed and any damage to the base, headstone, marker or monument caused by adding holes, or due to the holes, is the owner's responsibility. Shepherd hooks, works of art and solar lights placed in bases, headstones, markers or monuments cannot project horizontally beyond the base in any horizontal direction. Shepherd hooks, works of art and solar lights placed in headstones, markers or monuments shall not exceed seven feet (7') in height from the ground.
- I. Liability For Damage: The city is not liable for any damage to headstones, markers or monuments, unless the damage is due to the city's negligent, reckless or intentional conduct. (Ord. 11-2012, 4-24-2012)

12.24.090: DECORATING GRAVESITES AND OTHER REGULATIONS:

- A. Removal Of Items: If the city removes grave decorations, funeral designs, flowers or other items, then such items shall be retained for the period of two (2) days before being discarded. The city shall not be liable for any items that are discarded, damaged or destroyed. Grave decorations will be removed weekly for normal maintenance, with the exception of the week of Memorial Day.
- B. Theft Or Loss Of Personal Belongings: The city is not responsible for the theft or loss of personal belongings within the cemetery.
- C. Prohibited Interment Outside Cemetery: It shall be unlawful for any person to inter human remains within the city limits, except in the Lehi City Cemetery. (Ord. 11-2012, 4-24-2012)

12.24.100: INFANT CEMETERY:

- A. There is hereby created a section of the cemetery reserved for the burial of Infants.
- B. Unless modified by provisions of this section 12.24.100, all other provisions found in this Chapter 12.24 shall apply to the Infant Cemetery.
- C. Burial in the Infant Cemetery is only available to Infants as defined above.

- D. No permanent gravesite decorations are allowed in the Infant Cemetery. This includes, but is not limited to, shepherd hooks, works of art, and solar lights.
- E. No permanent vases are allowed in the apron, cement, or the stone base of a headstone.
- F. Purchase of burial spaces is on an as-needed basis for the burial of an infant only. Spaces are available to residents and nonresidents for the prices listed as adopted by the Lehi City Council on the most recent fiscal year fee schedule. Residents must provide an acceptable form of proof of residency to the City. The purchaser may purchase no more than one (1) space in a given transaction. The purchaser will not be permitted to select a burial space; instead, an authorized city representative will determine the order and placement of burial.
- G. Transfer of spaces within the Infant Cemetery is not permitted.
- H. Raised headstones are not allowed in the Infant Cemetery. All headstones must be flush with the ground.
- I. Flat markers shall be eight (8) inches by sixteen (16) inches, not including the apron.

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Katie Bussell

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #07-2024 a Development Code Amendment to Chapters 20 & 39, adding athletic instruction as a use, under in-home instruction, for a Home Occupation.

Suggested Action:

Attachments:

[CC Staff Report Chapter 20 Development Code Amendment 02.13.24.docx](#)

[Chapter 20 Development Code Amendment DRC 12.20.23.docx](#)

[Ord 07-2024.docx](#)

[Narrative - Chapter 20 and 39 Dev Code Am 12.20.23.pdf](#)

[Chapter 20 and 39 Dev Code Amendment 12.20.23.pdf](#)

CHAPTERS 20 AND 39 DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	February 13, 2024
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	December 20, 2023
Date of Planning Commission Review	January 11, 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

The applicant requests review and recommendation of a proposed development code amendment to Chapters 20 and 39 of the Development Code by expanding some of the uses of the Home Occupation chapter and changing the definition of “Child In-Home Instruction” to “In-Home Instruction”. Specifically, staff recommends adding clarifying language to list “athletic instruction” as a permitted use within Chapter 20, and recommends changing the definition to make it clear that in-home instruction is not limited to children.

These changes were initiated when citizens were requesting to build sheds in their backyard to conduct sports classes or fitness classes. In the past staff have interpreted the code not to allow this type of use as part of Chapter 20 because of the original language of the code, and due to concerns over traffic. However, after reflection, staff believes this type of use will foster community connections within Lehi as more businesses would be within neighborhoods and serving the immediate community rather than forcing people to drive out of their area. The other requirements of Chapter 20 will be required to be met, including that the number of patrons shall be limited to 12 an hour, and that the home occupation does not take up more than 25% of the livable area of the residence. Because the additional regulations of the home occupation chapter will need to be followed, staff does not believe there will be significant issues with traffic in neighborhoods.

The DRC had no redline comments.

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 January 11, 2024. The minutes and motion from this meeting are as follows:

2.7) Public hearing and recommendation of Lehi City’s request for review of a Development Code Amendment to Chapters 20 & 39, adding athletic instruction as a use, under in-home instruction, for a Home Occupation.

Brittney Harris presented information on the item. The commissioners and staff discussed the code and made amendments.

Commission Chair Jackson opened and closed the public hearing.

Motion: Commissioner Lockhart moved to recommend approval of **Lehi City’s request for review of a Development Code Amendment to Chapters 20 & 39, adding athletic instruction as a use, under in-home instruction, for a Home Occupation;** except for the first sentence in 20.0404 items “e”. Including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

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

**Chapter 20 Development Code Amendment
DRC Redline Comments**

Lehi City- requests review of the Chapter 20 Development Code Amendment, adding athletic instruction as a use under in-home instruction for a home occupation.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth, Luke Seegmiller

Assigned Planner: Katie

Representatives of the Applicant Present: N/A

Date of Plans Reviewed: 12/11/23

Time Start:

Time End:

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 JANUARY 9TH.

PRECON MEETING REQUIRED? (FULL, TAILGATE, NONE)

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: 07-2024

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
CHAPTERS 20 AND 39**

WHEREAS, it has become necessary to amend Chapters 20 and 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to clearly define sports courts and fitness instruction as an allowed use within the Home Occupation chapter, and to specify in-home instruction is not limited to children; and

WHEREAS, following a public hearing on January 11, 2024, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on February 13, 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 January 11, 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: Chapter 20 and Chapter 39 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 20 and Chapter 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 07 -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 13th day of February 2024.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder



**Planning Division
153 North 100 East
Lehi, UT 84043
385-201-1030**

December 7, 2023

Narrative – Chapter 20 Development Code Amendment

The Planning Division is proposing a Development Code Amendment to Chapters 20 and 39 of the Development Code. Specifically, we are proposing expanding some of the uses of the Home Occupation chapter and changing the definition of “Child In-Home Instruction” to “In-Home Instruction”.

This change was initiated when a citizen of Lehi wanted to build a shed in their backyard and conduct classes as a sports facility for surrounding neighbors. We have previously interpreted the code to not allow athletic instruction as part of the permitted uses within the Home Occupation zone due to concerns over traffic and a lack of clarity in the language. Therefore, we are adding clarifying language to specifically list “athletic instruction” as a permitted use. We are also proposing to change the definition of “Child In-Home Instruction” to simply “In-Home Instruction” to make it clear in-home instruction is not limited to children. Any person over the age of 18 would be able to participate.

We believe this will help foster community connections within Lehi as more businesses would be within neighborhoods rather than driving out of their area to a gym or other class. We believe the impacts will be minimal to community character as all other provisions of the Home Occupation chapter will have to be followed, such as ensuring the nature of the home occupation does not take up more than 25% of the livable area of the residence, the home occupation will not create a nuisance toward neighbors, and the number of patrons will be limited to 12 an hour.

Please contact the Planning Division if you have any questions.

Thank you,

Katie Bussell
Planner 1



**Planning Division
153 North 100 East
Lehi, UT 84043
385-201-1030**

December 7, 2023

Narrative – Chapter 20 Development Code Amendment

The Planning Division is proposing a Development Code Amendment to Chapters 20 and 39 of the Development Code. Specifically, we are proposing expanding some of the uses of the Home Occupation chapter and changing the definition of “Child In-Home Instruction” to “In-Home Instruction”.

This change was initiated when a citizen on the west side of Lehi wanted to build a shed in their backyard and conduct classes as a sports facility for surrounding neighbors. Other households on their street are conducting a similar, if not the same, business. We have previously interpreted the code to not allow athletic instruction as part of the permitted uses within the Home Occupation zone due to concerns over traffic and a lack of clarity in the language. Therefore, we are adding clarifying language to specifically list “athletic instruction” as a permitted use. We are also proposing to change the definition of “Child In-Home Instruction” to simply “In-Home Instruction” to make it clear in-home instruction is not limited to children. Any person over the age of 18 would be able to participate.

We believe this will help foster community connections within Lehi as more businesses would be within neighborhoods rather than driving out of their area to a gym or other class. We believe the impacts will be minimal to community character as all other provisions of the Home Occupation chapter will have to be followed, such as ensuring the nature of the home occupation does not take up more than 25% of the livable area of the residence, the home occupation will not create a nuisance toward neighbors, and the number of patrons will be limited to 12 an hour.

Please contact the Planning Division if you have any questions.

Thank you,

Katie Bussell
Planner I

CHAPTER 20**HOME OCCUPATIONS***(Amended 05/22/18)*

- Section 20.010. Purpose.
- Section 20.020. Requirements of Approval.
- Section 20.030. Employees.
- Section 20.040. Patrons.
- Section 20.050. Mobile Home Occupations
- Section 20.060. Prohibited Home Occupations.
- Section 20.070. Appeals.
- Section 20.080. Noncompliance and Revocation.
- Section 20.090. Business License Required.

Section 20.010. Purpose. *(Amended 03/28/00; 01/08/13; 04/11/17)*

It is the intent of Lehi City to encourage business activities in appropriate commercial districts. Business activities may be conducted within a residence on a limited basis provided that the proposed activity complies with the standards and provisions of this Chapter. All home occupations shall be secondary and incidental to the residential use of the structure. Home occupations are a temporary privilege that can be revoked at any time if disruption of the residential neighborhood occurs, or if the applicant fails to comply with any condition of approval.

Section 20.020. Requirements of Approval.*(Amended 03/28/00; 8/10/04; 12/08/09; 01/08/13; 03/11/14; 04/11/17; 08/29/17; 12/08/20)*

To protect the character of residential neighborhoods in the City, a Home Occupation Permit shall be obtained prior to use of a residential dwelling or accessory building for a business. An application for a Home Occupation Permit may be approved provided:

- A. the applicant resides in the residence for which the permit is being sought;
- B. no alteration to the exterior of the residence is made and the residence maintains the general character and appearance of a residential dwelling;
- C. the home occupation occupies no more than 25% of the total finished, livable floor area of the dwelling;
- D. the home occupation is carried out within the home, garage, accessory building, or other space of a residential property but is not observable by the general public from the street in front of the residence, and the business activities do not create a nuisance for adjacent properties or disrupt the normal residential character of

the neighborhood in which the residence is located;

E. any space that is used for the business in a garage or accessory building is counted toward the maximum allowed square footage for the home occupation;

F. garage doors remain closed while business is conducted therein;

G. required off-street parking for both the primary residence, any permitted ADU or STR, and home occupation is maintained as per Table 37.080, Section 12.230.G, Section 26.030.C, and Section 20.040.B of this Code;

H. a home occupation located in a garage or accessory building complies with all applicable building and fire codes, which may require approval for business activities by the Building Official and fire marshal;

I. if the home occupation is swimming lessons, they are conducted within an accessory building covering the swimming pool;

J. if the home occupation involves raising, keeping, caring, or selling of animals, an inspection by the Animal Control Officer shall occur prior to issuance of a business license;

K. a certificate of occupancy is first issued for the residence;

L. the applicant obtains a Lehi City Business License for the home occupation on an annual basis;

M. there are no signs or product displays;

N. no more than one home occupation is approved per residence unless the applicant can demonstrate the additional home occupations will not impact the residential nature of the area;

O. the applicant provides off-street parking for all vehicles related to the home occupation, that no on-street parking related to the business is allowed, and the business activities do not create a demand for on-street parking;

P. there is no storage or parking of tractor trailers, semi-trucks, or other heavy equipment on the premises or on the streets in the vicinity of the premises of the home occupation, except that not more than one truck of one-ton capacity or less may be

parked at the premises during off hours;

Q. to ensure the home occupation, once authorized, does not become a nuisance to the neighbors, the Zoning Administrator may impose operating conditions initially and also subsequently to protect the public health, safety, peace, and welfare of the residents of the surrounding residential area;

R. the home occupation is clearly incidental and secondary to the residential use of the dwelling and does not change the character of the building from common residential uses;

S. activities in connection with the home occupation are not in conflict with the objectives and characteristics of the district in which the home occupation is located; and

T. if the applicant for a home occupation is not the legal owner of the residence, the applicant presents written permission from the legal owner of the residence to conduct the activities proposed.

Section 20.030. Employees.

(Amended 03/28/00; 01/08/13)

A. Residents of the dwelling for which a home occupation has been approved may be employed by the home occupation.

B. Recognizing that for some home occupations additional employees are necessary or practical, the City may allow one employee not residing in the premises to work at the location of a home occupation during daytime business hours. Off-street parking shall be required for all on-premises employees of an approved home occupation.

C. Off-premise employees shall not be allowed to frequent the premise of a home occupation.

Section 20.040. Patrons. (Amended 07/18/02; 8/10/04; 01/08/13; 03/11/14; 04/11/17; 06/14/22)

A. A home occupation shall not create the demand for more than two patrons per hour, with the exception of daycare, in-home ~~child~~ instruction, and swimming lessons as provided in this section. In no case, shall the number of clients exceed 12 per hour and 24 per day.

B. If the home occupation involves training or grooming of Category 4 animals (see Table 12.260) and does not have a kennel permit, the maximum number of client's animals that may be kept at the home at a given time shall not exceed three.

1. Any home occupation involving the boarding

or caring (i.e., daycare) of Category 4 animals (see Table 12.260) shall require a kennel permit.

2. No overnight keeping of client's animals shall be allowed.

C. Off-street parking is required for all patrons of an approved home occupation.

D. In the case of in-home ~~child~~ instruction, including preschools, dance, music, ~~and~~ art, and athletic instruction, there shall not be more than 12 ~~person~~children at one time nor more than two classes or sessions per day.

D-E. All children participating in a preschool program must be a minimum of three years of age. The facility must also comply with any applicable IFC and IBC Codes.

E-F. In the case of child daycare, the total number of children that may be allowed in attendance at one time shall conform to the Utah State Regulations for residential childcare found at Utah Admin. Code R430-50-1, *et seq.* In order to maintain the validity of a Lehi City business license for any child day care, the applicant shall obtain and keep valid a Utah Department of Health childcare certificate. Any child day care home occupation shall also strictly comply with all other requirements set forth in Utah Admin. Code § R430-50-1, *et seq.*

F-G. In the case of swimming lessons, the following provisions shall apply:

1. the total number of patrons that may be allowed in attendance at one time shall be limited to six.
2. there shall be no more than four classes or sessions per day.
3. the license holder and any other instructors shall have and maintain current certifications issued by the American Red Cross in each of: 1) cardio-pulmonary resuscitation; 2) first aid; and 3) swim coaches safety training or water safety instruction.
4. the pool facility shall meet all State requirements for pool cleanliness, microbes, sanitation, chemicals, lifesaving apparatus, periodic sampling of water, and water purification treatment.
5. the pool design must be an in-ground built-

in pool. Temporary, portable, or above ground pools shall not be used.

6. all instructors are required to have YMCA accreditation or other nationally approved accreditation standards for swim instruction.

~~G.H.~~ For child day care and in-home ~~child~~ instruction and swimming lessons, the backyard of the home is required to be fully fenced and all gates shall have self-closing latches.

~~H.I.~~ For any business expecting patrons, including salons, daycare, in-home ~~child~~ instruction, and swimming lessons, the applicant must pass a fire and safety inspection prior to the issuance of a business license.

Section 20.050. Mobile Home Occupations.

(New 06/09/20)

A. Mobile Home Occupation shall be defined as a personal service or pet grooming facility business that operates out of a mobile unit.

B. A Home Occupation Permit may be issued for a Mobile Home Occupation if the use meets the definition of personal services or pet grooming facility in this Code and all other requirements listed in this Chapter.

C. The business license for a Mobile Home Occupation shall have a residential address in Lehi City for the home office.

D. No services shall be provided while the mobile unit is in motion.

E. The mobile unit shall be self-contained and self-supporting. The unit shall not connect into any city utilities or dispose of waste in city storm drain or sanitary sewer.

F. The mobile unit shall have fresh water for each business day. Should the fresh water run out during a business day, the business shall discontinue operations until the fresh water holding tank has been re-filled.

G. All furniture shall be anchored to the mobile unit and chemicals shall be stored in cabinets with safety catches.

~~I.J.~~ No part of the mobile unit shall be used for living or sleeping quarters.

~~J.K.~~ Mobile Home Occupation operators and vendors shall comply with the Lehi City Municipal Code Title 5, Chapter 3, Noise Control.

~~K.L.~~ Mobile Home Occupations shall, at all times comply with all applicable laws to this type of service and all county health department regulations.

~~L.M.~~ Parking of the mobile unit shall comply to the following:

1. Mobile Home Occupations shall not be parked in a manner that impedes vehicular or pedestrian traffic flow or public safety. A minimum clearance of 15 feet shall be kept between the Mobile Home Occupation and any fire hydrant, utility box, ADA accessibility ramp, or building entrance.

2. A Mobile Home Occupation shall not park on any landscaped parking strip.

3. Mobile Home Occupations shall not be operated on public streets where the speed limit exceeds 35 miles per hour, or at any locations that are otherwise deemed hazardous by Lehi City, unless the roadway or location has been closed to vehicular traffic for a public event.

4. Mobile Home Occupations shall be parked lawfully on public right-of-way. Mobile Home Occupations shall be parked so that neither the vehicle or customers interfere with public access to adjacent parking stalls, driveways, or entrances of existing buildings or uses.

5. Each Mobile Home Occupations operator shall ensure that its use of the right-of-way, including the sidewalk, does not interfere with or limit sidewalk users' passage.

6. All Mobile Home Occupations shall be removed from the public right-of-way at the close of each business day, Mobile Home Occupations shall park off-street during non-business hours. Parking of the Mobile Home Occupation can occur in a driveway as allowed by the CC&R's of the subdivision. No services shall be provided while the mobile unit is parked in the driveway.

Section 20.060. Prohibited Home Occupations.

(New 12/08/09; Amended 01/08/13; 08/29/17; 10/13/20; 06/14/22)

For the purpose of protecting residential character, the following types of businesses and those of a similar nature are prohibited as home occupations when performed on premise and not as a home office:

- A. body art facilities;
- B. clinics, hospitals, and related medical and dental facilities, excluding outpatient counseling and therapy services;
- C. cosmetic facilities that require biohazard disposal including, but not limited to, micro-blading, derma fillers, Botox injections, and neuromodulators;
- D. animal and veterinary clinics, kennels, or other facilities which entail the raising, or keeping of dogs, cats or other animals in excess of what is permitted by Table 12.070 of this Code;
- E. restaurants;
- F. automobile, truck, or recreational vehicle related businesses, including repair services, wholesale or retail sales, painting and auto body repair;
- G. construction or landscape maintenance businesses that require equipment, materials, or vehicles to be stored at the home;
- H. ambulance services;
- H. retail sales businesses, excluding internet sales;
- I. sexually oriented businesses; and
- K. engine or appliance repair services.

Section 20.070 Appeals. *(Amended 01/08/13; 12/13/16)*

If an applicant for a Home Occupation Permit is either denied a permit or desires to appeal any condition of approval placed on the application by the Zoning Administrator, the applicant may present an appeal to the Hearing Examiner within ten days of the decision, as per Section 03.040. The applicant shall notify the Zoning Administrator, in writing, of the appeal. The Zoning Administrator will schedule an appeal hearing with the Hearing Examiner and provide at least 14 days' public notice consistent with the notification procedures of Section 03.080. At the hearing, the Hearing Examiner may hear from the Zoning Administrator, staff, applicant, public and other interested parties prior to making a decision on the appeal. Following the hearing, the Hearing Examiner may approve, approve with conditions, or deny the appeal.

Section 20.080. Noncompliance and Revocation.

Any Home Occupation Permit shall be revoked by the

Zoning Administrator upon violation of any of the requirements of this Chapter, or upon failure to comply with any condition of the permit, unless the violation is corrected within ten days of receipt of written notice of the violation. A permit may be revoked for repeated violations of the requirements of this Chapter, notwithstanding compliance to the violation notice.

Section 20.090. Business License Required.

(New 12/08/09)

A Home Occupation Permit is not a business license. Granting of the permit shall not relieve the permittee of any other license requirement of the City or of any other public agency, including the requirement to obtain a business license.

Cannabis Cultivation - See Section 12.130 of the Lehi City Development Code

Cannabis Production - See Section 12.130 of the Lehi City Development Code

Capital Improvement - An existing public facility or improvement with a life expectancy of six or more years, owned and/or operated by or on behalf of the City, a public entity or a private service provider.

Carport - A roofed automobile structure open and unobstructed on two or more sides.

Car Wash - An establishment primarily engaged in the washing and cleaning of passenger or recreational vehicles using automated equipment operated by one or more attendants or self-service facilities using customer operated equipment activated by a coin, token, card, or other similar means.

Cemetery - The use or intended use of land for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Change of Use - Any use which substantially differs from the previous use of a building or land or is classified as a different use on the Table of Uses.

Check cashing, Title Loans & Other Credit Services - An establishment engaging in the business of a check casher as defined in the Utah Check Cashing Registration Act, Utah Code Section 7-23-101 et.seq. (as amended). Check cashing is also defined as providing loans, cash advances, or other forms of credit upon presentation of a personal check or title to a vehicle to be held by the person or entity making the loan, cash advance, or providing the credit. Check cashing includes uses commonly known as payday advances/loans, deferred deposit loans, title loans, and other businesses of a similar nature. However, the definition of check cashing does not include the providing of credit to finance the initial purchase of personal property or the sale of such debt obligations to a factor or financial institution that purchases debt instruments connected with such transactions in the normal course of its business. Banks, credit unions, and pawnshops are not included in the definition of check cashing.

Child Day Care Home Occupation - Is any activity that meets the requirements of Utah Admin. Code §

R430-50-3, including the number of children allowed. The facility must also comply with any applicable IFC and IBC Codes.

Child Day Care, Commercial - Is the care of children within a residential or nonresidential structure providing for the care, supervision and protection for 13 or more children and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. For the purposes of this Code Child Day Care (Commercial) includes preschools offering educational programs to 13 or more children at any one time. The facility must also comply with any applicable IFC and IBC Codes.

Child In-Home Instruction - ~~The instruction and/or education of no more than 12 persons is the care of children within a residential structure, providing for the instruction and/or education of no more than 12 children for less than three hours at one time. All children participating in a preschool program must be a minimum of three years of age. The facility must also comply with any applicable IFC and IBC Codes.~~

Church - An institution that persons regularly attend to participate in religious services, meetings, and other related activities.

Club - An association of persons for the promotion of some common object, members of which are admitted only upon invitation, and the chief activity of which is not conducted for profit.

Cluster - A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, other open space and for preservation of environmentally-sensitive and critical areas.

Commercial Campgrounds - Any plot of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units as temporary living quarters for recreation, education, or vacation purposes.

Commercial Entertainment Facility - A recreation facility operated as a business on private or public property and open to the public for a fee, such as an amusement park, laser tag facility, indoor go-cart race track, water park, paintball facility, or substantially similar uses, and support facilities customarily associated with the development.

Commercial Laundries, Linen Service - An industrial scale establishment where clothing, linens, rags,

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #08-2024 a Development Code Amendment to Table 37.080, Off-Street Parking requirements, removing a proximity requirement for townhomes adjacent to on-street parking.

Suggested Action:

Attachments:

[CC Staff Report Off-Street Parking Dev Code Amendment 02.13.24.docx](#)

[TBL 37.080 Off-Street Parking Requirements Amendment DRC 11.08.23.docx](#)

[Ord 08-2024.docx](#)

[TBL37.080 Off-Street Parking Requirments Amendment.pdf](#)

TABLE 37.080 OFF-STREET PARKING DEVELOPMENT CODE AMENDMENT PLANNING COMMISSION REPORT

Applicant	Lehi City
Meeting Date	February 13, 2024
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	November 8, 2023
Date of Planning Commission Review	January 11, 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 recommends amending Table 37.080 Off-Street Parking Requirements to remove the proximity requirement for townhome parking when townhomes are adjacent to on-street parking. The proximity requirement was added last year to ensure that visitor parking is spread out throughout a development. However, Staff realized it does create some challenges with space for power equipment and amenities. Staff also realized the parking proximity requirement does not have the same need when on-street parking is available. This will not remove the proximity requirement when on-street parking is not provided and will also not remove the number of off-street parking stalls required. This just allows more flexibility in the location of the off-street parking.

The DRC had one comment to update the wording which was updated in the Planning Commission packet.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment will reduce the burden of requiring off-street parking near all of the units when the units already have on-street parking available.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment on January 11, 2024. The minutes and motion from the meeting follow.

2.4) Recommendation of Lehi City's request for review of a Development Code Amendment to Table 37.080, Off-Street Parking requirements, removing a proximity requirement for townhomes adjacent to on-street parking. (Tabled from the December 14th meeting)

Brittney Harris presented information on the item. The language is the same as proposed at the last meeting.

The commissioners asked who would enforce the on-street parking ordinances. Guest street parking would have to be provided. Additional on-street parking was added to the code. Commissioner Eyre feels that the developer should be providing additional parking and that it should not be the City's responsibility. Commissioner Jackson inquired how this differs from a private and public road.

Not a public hearing item.

Motion: Commissioner Eyre moved to recommend approval of **Lehi City's request for review of a Development Code Amendment to Table 37.080, Off-Street Parking requirements, removing a proximity requirement for townhomes adjacent to on-street parking;** including all DRC comments and findings stated in the report. Commissioner Everett seconded.

Vote: Commissioner Jackson, no; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

**TBL 37.080 Off-Street Parking Requirements Development Code Amendment
DRC Redline Comments**

Lehi City- requests review of an amendment to the Lehi City Development Code, Table 37.080 Off-Street Parking requirements, eliminating the proximity requirement for parking with on-street parking provided.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelby Brewer, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller

Assigned Planner:

Representatives of the Applicant Present:

Date of Plans Reviewed: 10/30/23

Time Start: 1:35pm

Time End: 1:40pm

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

Shelby – Public Works: No comments

Ross – Engineering:

1. Change wording to read “This additional off-street parking must be within 250 feet of the assigned units.”

Luke- Traffic: No comments

Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON DECEMBER 14, 2023

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



ORDINANCE NO: 08-2024

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
TABLE 37.080 OFF-STREET PARKING REQUIREMENTS**

WHEREAS, it has become necessary to amend Section 37.080 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to allow flexibility in where parking is provided when townhomes are adjacent to on-street parking; and

WHEREAS, following a public hearing on January 11, 2024, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on February 13, 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 January 11, 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 37.080 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 37.080 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 08 -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 13th day of February 2024.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

TABLE 37.080
TABLE OF OFF-STREET PARKING REQUIREMENTS

(Amended 12/12/00; 05/08/01; 10/25/05; 12/14/10; 01/13/15; 01/26/16; 08/09/16; 06/09/20; 08/23/22; 11/15/22)

USE	PARKING SPACES REQUIRED
RESIDENTIAL USES	
Single-Family Dwelling	2 stalls per dwelling unit, not in tandem configuration, and both stalls must be within a fully enclosed garage. Lots with less than 50' of frontage shall provide additional off-street parking stall(s) at a rate of one space for every three dwelling units.
Two-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration. 1 stall per unit to be within a fully enclosed garage.
Three-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration. 1 stall per unit to be within a fully enclosed garage.
Four-Family Dwelling (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration. 1 stall per unit to be within a fully enclosed garage.
Multi-Family Dwellings – One bedroom or less (>4 dwelling units) (see Sec. 12.130 B)	1 stall per dwelling unit which must be within an enclosed garage or parking structure 1 additional parking stall per 3 dwelling units. All additional off-street parking must be within 300 feet of the assigned units.
Multi-Family Dwellings – Two or more Bedrooms (>4 dwelling units) (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration, one of which must be within an enclosed garage or parking structure. 1 additional parking space per 3 dwelling units. All additional off-street parking must be within 300 feet of the assigned units.
Townhouses (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration, one of which must be within an enclosed garage or underground parking structure. 1 additional parking space per 3 dwelling units if unit is adjacent to on street parking. 1 additional parking space per 2.5 dwelling units if unit is not adjacent to on street parking. ~~All additional~~ Off-street parking must be within 250 feet of the assigned units <u>with no adjacent on street parking.</u>

Townhouses (see Sec. 12.130 B)	2 stalls per dwelling unit, not in tandem configuration, one of which must be within an enclosed garage or underground parking structure. 1 additional parking space per 3 dwelling units if unit is adjacent to on street parking. 1 additional parking space per 2.5 dwelling units if unit is not adjacent to on street parking. Off-street parking must be within 250 feet of the assigned units.
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City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-06 appointing an Alternate Commissioner to the Lehi City Planning Commission.

Suggested Action:

Attachments:

[Res 2024-06.docx](#)



RESOLUTION NO. 2024-06

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING PLANNING COMMISSIONERS TO THE LEHI PLANNING COMMISSION

WHEREAS, the Lehi Development Code Chapter 3, Section 3.03 outlines the qualification for membership, terms and vacancies for the Lehi Planning Commission; and

WHEREAS, Commissioner Scott Carlson has resigned leaving a vacancy; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Lehi Planning Commission.

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

1. Appoint Beau Jones to fill the unexpired term of Alternate Commissioner Scott Carlson on the Planning Commission which will expire on December 31, 2024.
2. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 13th day of February, 2024

Lehi City Corporation

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-07 appointing a committee member to the Lehi City Parks, Trails, and Trees Committee.

Suggested Action:

Attachments:

[Res 2024-07.docx](#)



RESOLUTION NO. 2024-07

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING COMMITTEE MEMBERS TO THE LEHI CITY PARKS, TRAILS AND TREES ADVISORY COMMITTEE

WHEREAS, the Lehi City Municipal Code Title 3, Chapter 4, outlines the qualification for membership, terms and vacancies for the Lehi Parks, Trails, and Trees Advisory Committee; and

WHEREAS, in accordance with that section, there is a vacancy on the committee; and

WHEREAS, in accordance with that section, the Mayor may appoint members as needed; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individual to the Parks, Trails and Trees Advisory Committee.

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

1. Appoint Gary Ladle as a Committee Member. Mr. Ladle's term will begin immediately and expire December 31, 2026.
2. The provisions of this resolution shall take effect immediately upon passage.

Approved and Adopted by the City Council of Lehi City this 13th day of February, 2024.

LEHI CITY

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: February 13, 2024

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2024-08 appointing committee members to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Suggested Action:

Attachments: